

IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA

AIG SPECIALTY INSURANCE
COMPANY (f/k/a CHARTIS
SPECIALTY INSURANCE COMPANY)

VS.

KNIGHT OIL TOOLS, INC.

§ CIVIL ACTION NO. 6:21-CV-041919
§
§
§ JUDGE ROBERT R SUMMERHAYS
§
§
§ MAGISTRATE CAROL B WHITEHURST

MORRIS
AFFIDAVIT
EXHIBIT J

Fill in this information to identify the case:

Debtor 1 Knight Energy Holdings, LLC
 Debtor 2 Knight Oil Tools, LLC
 (Spouse, if filing)
 United States Bankruptcy Court Western District of Louisiana
 Case number: 17-51014

FILED
 U.S. Bankruptcy Court
 Western District of Louisiana
 9/27/2017
 Edward A. Takara, Clerk

Official Form 410
Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>ACE American Insurance Company</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>ACE American Insurance Company</u> Name <u>Thomas A. Groves</u> Vice President, Chubb Global Casualty 1 Beaver Valley Road Wilmington, DE 19803 Contact phone <u>302-476-6760</u> Contact email <u>thomas.groves@chubb.com</u> Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	Where should payments to the creditor be sent? (if different) <u>Thomas A. Groves</u> Name <u>Vice President, Chubb Global Casualty</u> <u>1 Beaver Valley Road</u> <u>Wilmington, DE 19803</u> Contact phone <u>302-476-6760</u> Contact email <u>thomas.groves@chubb.com</u>
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Official Form 410

Proof of Claim

page 1

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____										
7. How much is the claim?	\$ 3668444.73 <div style="float: right; text-align: right;"> Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A). </div>										
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as healthcare information. Insurance policies and related agreements, see attached.										
9. Is all or part of the claim secured?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. The claim is secured by a lien on property. Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input checked="" type="checkbox"/> Other. Describe: <u>See attached.</u> Basis for perfection: <u>See attached.</u> Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) <table style="width: 100%;"> <tr> <td style="width: 50%;">Value of property:</td> <td style="width: 50%;">\$ 3668444.73</td> </tr> <tr> <td>Amount of the claim that is secured:</td> <td>\$ 3668444.73</td> </tr> <tr> <td>Amount of the claim that is unsecured:</td> <td>\$ 00.00 (The sum of the secured and unsecured amounts should match the amount in line 7.)</td> </tr> </table> <table style="width: 100%;"> <tr> <td style="width: 60%;">Amount necessary to cure any default as of the date of the petition:</td> <td style="width: 40%;">\$ 157191.07</td> </tr> </table> <table style="width: 100%;"> <tr> <td style="width: 60%;">Annual Interest Rate (when case was filed)</td> <td style="width: 40%;">00.00 %</td> </tr> </table> <input checked="" type="checkbox"/> Fixed <input type="checkbox"/> Variable	Value of property:	\$ 3668444.73	Amount of the claim that is secured:	\$ 3668444.73	Amount of the claim that is unsecured:	\$ 00.00 (The sum of the secured and unsecured amounts should match the amount in line 7.)	Amount necessary to cure any default as of the date of the petition:	\$ 157191.07	Annual Interest Rate (when case was filed)	00.00 %
Value of property:	\$ 3668444.73										
Amount of the claim that is secured:	\$ 3668444.73										
Amount of the claim that is unsecured:	\$ 00.00 (The sum of the secured and unsecured amounts should match the amount in line 7.)										
Amount necessary to cure any default as of the date of the petition:	\$ 157191.07										
Annual Interest Rate (when case was filed)	00.00 %										
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____										
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____										

Official Form 410

Proof of Claim

page 2

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Check all that apply:	Amount entitled to priority
A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.	<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
	<input type="checkbox"/> Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
	<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
	<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
	<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
	<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(_) that applies	\$ _____
* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.		

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157 and 3571.

Check the appropriate box:

- ☐ I am the creditor.
☒ I am the creditor's attorney or authorized agent.
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 9/27/2017
MM / DD / YYYY

/s/ Catherine Heitzenrater

Signature

Print the name of the person who is completing and signing this claim:

Name Catherine Heitzenrater

First name Middle name Last name

Title _____

Company Duane Morris LLP

Identify the corporate servicer as the company if the authorized agent is a servicer

Address 30 S. 17th Street

Number Street

Philadelphia, PA 19103

City State ZIP Code

Contact phone 215-979-7342 Email cheitzenrater@duanemorris.com

**ADDENDUM TO PROOF OF CLAIM OF
ACE AMERICAN INSURANCE COMPANY**

1. This Addendum is attached to and a part of the proof of claim (the “Proof of Claim”) filed by ACE American Insurance Company (together with its affiliates and successors, the “Claimant” or the “ACE Companies”) against Knight Energy Holdings, LLC, and the other entities set forth on Exhibit “A” attached hereto (collectively, the “Debtors”) in their respective bankruptcy cases. As the documents supporting this claim are voluminous and contain confidential information, Claimant has not attached such supporting documentation to Claimant’s Proof of Claim. Copies of the documents referenced herein are or should be, upon information and belief, in the possession of the Debtors, and Claimant will provide copies of such documents to other parties upon request provided that appropriate steps can be taken to ensure their confidentiality, as necessary or appropriate.

2. On August 8, 2017 (the “Petition Date”), the Debtors filed their respective voluntary petitions for bankruptcy relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Western District of Louisiana (the “Court”).

3. Prior to the Petition Date, the ACE Companies issued certain insurance policies (as renewed, amended, modified, endorsed or supplemented from time to time, collectively, the “Policies”) to the Debtors as named insureds.

4. Prior to the Petition Date, the ACE Companies and the Debtors and/or their affiliates also entered into certain written agreements in connection with the Policies (as renewed, amended, modified, endorsed or supplemented from time to time, and including any exhibit or addenda thereto, collectively, the “Insurance Agreements”).

5. Pursuant to the Policies and Insurance Agreements (collectively, the “ACE Insurance Program”), the ACE Companies provide, *inter alia*, certain workers’ compensation, general liability, automobile liability, international casualty, excess workers’ compensation, excess general liability, energy/mining, accident and health, and certain other insurance for specified policy periods subject to certain limits, deductibles, retentions, exclusions, terms and conditions, as more particularly described therein; and the insureds, including one or more of the Debtors, are required to pay to the ACE Companies certain amounts including, but not limited to, insurance premiums (including audit premiums), deductibles, funded deductibles, expenses, taxes, assessments and surcharges, as more particularly described in the ACE Insurance Program (the “Obligations”).

6. To the extent that a Debtor is an insured under the ACE Insurance Program and has in the past or the present received, or in the future receives, any benefit under the ACE Insurance Program related to any claim made by or related to such Debtor under the ACE Insurance Program, including but not limited to any payment by any of the ACE Companies to or on behalf of the Debtor with respect to a claim made under the ACE Insurance Program, then the Debtor is jointly and severally liable with other insureds for the Obligations arising with respect to such claim under the ACE Insurance Program.

7. As of the date hereof, the Debtors are liable to the ACE Companies

8. As of the date hereof, the Debtors are liable to the ACE Companies in the amount of \$170,285.65, plus the estimated ultimate amount of \$3,668,444.73,¹ plus additional contingent and unliquidated amounts (collectively, the “Claim”) for the Obligations.

¹ This estimated amount is based on the ACE Companies’ most recent collateral calculation for the Obligations under the ACE Insurance Program. The estimated portion of the Claim is based on a snapshot in time, and does not fully account for, *inter alia*, incurred but not reported claims, claims that are closed
(Continued...)

9. The estimated amount of the Claim is based on, *inter alia*, actuarial calculations and financial factors including those disclosed in relation to the bankruptcy case.

10. Although the Claimant has provided an estimate, part of the Claim is currently contingent, unliquidated, and subject to further and future adjustments and estimations by the Claimant, from time to time, in accordance with the terms of the ACE Insurance Program including, without limitation, (i) adjustments for any change in the financial condition of the insureds and/or (ii) addition of amounts that may become due for premium, deductibles, expenses, taxes, assessments and surcharges.

11. The Claim is evidenced by the ACE Insurance Program, including, without limitation, those Policies and Insurance Agreements listed on Exhibit “B” hereto.

12. A portion of the Claim is or may be entitled to administrative expense priority under 11 U.S.C. §§ 503(b) and 507(a)(2).

13. The Claim is secured by the proceeds of a letter of credit in the amount of \$3,668,444.73 (the “LOC Proceeds”).²

14. The Claim may also be secured by letters of credit, cash collateral, paid loss deposit funds, or other amounts.

15. The Claimant reserves and preserves the right: (a) to file and seek payment of additional claims for (i) administrative expenses, (ii) attorneys’ fees and costs, and (iii) cure

(Continued...)

but could reopen, and unexpected development of claims. Generally, any such estimate can change at any time and in certain cases, on a daily basis, as the insured’s financial condition changes and/or losses/claims are reported, develop, are reanalyzed, or are paid by the insurer and/or reimbursed by the insured(s) and/or collateral. Estimates are provided in order to advise the Debtors, the Court and other parties in interest of the approximated exposure as of a particular evaluation time.

² The LOC Proceeds are not property of the Debtors’ estates. *See EOP-Colonnade of Dallas Ltd. P’ship v. Faulkner (In re Stonebridge)*, 430 F.3d 260, 269 (5th Cir. 2005).

amounts or rejection damages; (b) to estimate contingent claims and assert additional claims if contingent claims are estimated or liquidated; and (c) to assert any other claims the Claimant may have against the Debtors relating to or incidental to the Obligations and the documents referenced herein. The Claimant reserves and preserves all rights to assert any and all defense, setoff and/or recoupment against the Debtors. The Claimant reserves the right to amend and/or further supplement this Proof of Claim to, *inter alia*, (a) adjust the amount of the Claim to reflect an updated actuarial review and/or financial analysis and/or (b) include additional collateral required as a result thereof.

16. The filing of this Proof of Claim is not intended, and should not be construed as (a) an election of remedies; (b) a waiver of any past, present or future default or event of default; (c) a waiver or limitation of the Claimant's rights or defenses; (d) a waiver of the Claimant's claims against the Debtors or any of the Debtors' subsidiaries or affiliates; (e) a waiver of the Claimant's right to draw on any collateral or security; (f) a waiver of the Claimant's claims against any person, entity, property, or other parties liable to it (whether under the ACE Insurance Program or otherwise); (g) a determination as to coverage or entitlements to benefits as to coverage under the ACE Insurance Program; (h) a waiver of the ACE Companies' rights under the ACE Insurance Program, including the right to require arbitration; or (i) a waiver or release of the right to request withdrawal of the reference with respect to the subject matter of the Proof of Claim, any objection thereto, any other proceeding commenced with respect thereto, or any other proceeding that may be commenced in this case against or otherwise involving the Claimant.

17. All notices to the Claimant relating to this Proof of Claim should be sent to the Claimant as follows:

c/o Chubb f/k/a ACE
436 Walnut Street
Philadelphia, PA 19106
Attention: Collateral Manager

With a copy to counsel for the Claimant:

Wendy M. Simkulak, Esquire
DUANE MORRIS LLP
30 S. 17th Street
Philadelphia, PA 19103

18. This Proof of Claim is filed as a separate claim from other claims that may be filed by or on behalf of the Claimant or any of its affiliates against the Debtor, and does not replace or supersede such other claims.

EXHIBIT A

DEBTOR NAMES

	Debtor Name	Case No.
1.	Knight Energy Holdings, LLC	17-51014
2.	Knight Oil Tools, LLC	17-51015
3.	Knight Manufacturing, LLC	17-51016
4.	KDCC, L.L.C.	17-51017
5.	Tri-Drill, LLC	17-51018
6.	Advanced Safety and Training Management, LLC	17-51019
7.	Knight Security, L.L.C.	17-51020
8.	Knight Information Systems, L.L.C.	17-51021
9.	El Caballero Ranch, Inc.	17-51022
10.	Rayne Properties, L.L.C.	17-51023
11.	Knight Aviation, L.L.C.	17-51024
12.	Knight Research & Development, LLC	17-51025
13.	Knight Family Enterprises, L.L.C.	17-51026
14.	HMC Leasing, LLC	17-51027
15.	HMC Investments, L.L.C.	17-51029

EXHIBIT B

The ACE Companies' Claim is evidenced by, without limitation, the Policies and Insurance Agreements, and includes, without limitation, the following and all other documents, instruments, agreements or policies, and any and all endorsements, addenda, amendments, renewals, supplements and modifications to any of the following:

Policies include, but are not limited to:

Policy Number	Policy Period	Insurer	Type of Coverage
C47316017	3/31/2013 – 3/31/2014	ACE American Insurance Company	Workers' Compensation
C4787807A	3/31/2014 – 3/31/2015	ACE American Insurance Company	Workers' Compensation
C4814679A	3/31/2015 – 3/31/2016	ACE American Insurance Company	Workers' Compensation
D36922138	11/23/2012 – 11/23/2013	ACE American Insurance Company	International Casualty
D36928864	11/23/2011 – 11/23/2012	ACE American Insurance Company	International Casualty
D38041162	1/23/2016 – 1/23/2017	ACE American Insurance Company	International Casualty
D38468303	11/23/2013 – 11/23/2014	ACE American Insurance Company	International Casualty
D38468686	11/23/2014 – 11/23/2015	ACE American Insurance Company	International Casualty
G27017277	3/31/2013 – 3/31/2014	ACE American Insurance Company	General Liability
G27019742	3/31/2013 – 3/31/2014	Illinois Union Insurance Company	Excess Workers' Compensation
G27330344	3/31/2014 – 3/31/2015	ACE American Insurance Company	Excess General Liability
G27333576	3/31/2014 – 3/31/2015	Illinois Union Insurance Company	Excess Workers' Compensation
G27391667	3/31/2015 – 3/31/2016	ACE American Insurance Company	Excess General Liability
G2739341A	3/31/2015 – 3/31/2016	Illinois Union Insurance Company	Excess Workers' Compensation
G27433078	3/31/2015 – 3/31/2016	Westchester Surplus Lines Insurance Company	Energy/Mining
G27433078	3/31/2014 – 3/31/2015	Westchester Surplus Lines Insurance Company	Energy/Mining
H08695751	3/31/2012 – 3/31/2013	ACE American Insurance Company	Automobile Liability
H0871468A	3/31/2013 – 3/31/2014	ACE American Insurance Company	Automobile Liability
H0881871A	3/31/2014 – 3/31/2015	ACE American Insurance Company	Automobile Liability
H08853381	3/31/2015 – 3/31/2016	ACE American Insurance Company	Automobile Liability
C43441322	10/1/2002 – 10/1/2003	ACE Fire Underwriters Insurance Company	Workers' Compensation
C44345444	3/31/2008 – 3/31/2009	ACE American Insurance Company	Workers' Compensation
C44356685	3/31/2009 – 3/31/2010	ACE American Insurance Company	Workers' Compensation
C44462242	3/31/2007 – 3/31/2008	ACE American Insurance Company	Workers' Compensation
C46132294	3/31/2010 – 3/31/2011	ACE American Insurance Company	Workers' Compensation
C46471362	3/31/2011 – 3/31/2012	ACE American Insurance Company	Workers' Compensation
C46781260	3/31/2012 – 3/31/2013	ACE American Insurance Company	Workers' Compensation
G21705925	3/31/2007 – 3/31/2008	Illinois Union Insurance Company	General Liability
G23725046	3/31/2007 – 3/31/2008	ACE American Insurance Company	Excess General Liability
G2374143A	3/31/2008 – 3/31/2009	ACE American Insurance Company	General Liability
G23741660	3/31/2008 – 3/31/2009	Illinois Union Insurance Company	Excess Workers' Compensation
G23749257	3/31/2009 – 3/31/2010	ACE American Insurance Company	General Liability
G24930361	3/31/2009 – 3/31/2010	Illinois Union Insurance Company	Excess Workers' Compensation
G24940214	3/31/2010 – 3/31/2011	ACE American Insurance Company	General Liability
G24941565	3/31/2010 – 3/31/2011	Illinois Union Insurance Company	Excess Workers' Compensation
G25523386	3/31/2011 – 3/31/2012	ACE American Insurance Company	General Liability
G25528396	3/31/2011 – 3/31/2012	Illinois Union Insurance Company	Excess Workers' Compensation
G26438767	3/31/2012 – 3/31/2013	ACE American Insurance Company	General Liability
G27009207	3/31/2012 – 3/31/2013	Illinois Union Insurance Company	Excess Workers' Compensation
H07835115	3/31/2007 – 3/31/2008	ACE American Insurance Company	Automobile Liability
H08244248	3/31/2008 – 3/31/2009	ACE American Insurance Company	Automobile Liability
H08252403	3/31/2009 – 3/31/2010	ACE American Insurance Company	Automobile Liability

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Policy Number	Policy Period	Insurer	Type of Coverage
H08588351	3/31/2010 – 3/31/2011	ACE American Insurance Company	Automobile Liability
H08633393	3/31/2011 – 3/31/2012	ACE American Insurance Company	Automobile Liability
H08695751	3/31/2012 – 3/31/2013	ACE American Insurance Company	Automobile Liability
N0484399A	1/23/2016 – 1/23/2017	ACE American Insurance Company	Accident & Health
N0484399A	11/11/2014 – 1/23/2016	ACE American Insurance Company	Accident & Health
N0484399A	11/11/2013 – 11/11/2014	ACE American Insurance Company	Accident & Health
N0484399A	11/11/2012 – 11/11/2013	ACE American Insurance Company	Accident & Health
N0484399A	11/11/2011 – 11/11/2012	ACE American Insurance Company	Accident & Health
N0484399A	11/11/2010 – 11/11/2011	ACE American Insurance Company	Accident & Health
N0484399A	11/11/2009 – 11/11/2010	ACE American Insurance Company	Accident & Health

Insurance Agreements include, but are not limited to:

- Collateral Agreement, as renewed, amended, modified, endorsed or supplemented from time to time and including any exhibit or addenda thereto, by and between ACE American Insurance Company and Knight Oil Tools Inc., effective as of March 31, 2007.
- Casualty Program SOLD Proposal, as renewed, amended, modified, endorsed or supplemented from time to time and including any exhibit or addenda thereto, by and between ACE American Insurance Company and Knight Oil Tools, L.L.C., effective as of March 31, 2012.
- Casualty Program Final Proposal, as renewed, amended, modified, endorsed or supplemented from time to time and including any exhibit or addenda thereto, by and between ACE American Insurance Company and Knight Energy Holdings, L.L.C., effective as of March 31, 2014.

Reservation of Rights

The brief summary of the Policies and Insurance Agreements contained herein is for descriptive purposes only and is not intended to be binding on the ACE Companies or constitute their position with respect to the proper interpretation and meaning thereof. For a complete and accurate explanation of the terms and conditions of the Policies and Insurance Agreements, reference should be made to the actual Policies and Insurance Agreements.

IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA

AIG SPECIALTY INSURANCE
COMPANY (f/k/a CHARTIS
SPECIALTY INSURANCE COMPANY)

VS.

KNIGHT OIL TOOLS, INC.

§ CIVIL ACTION NO. 6:21-CV-041919
§
§
§ JUDGE ROBERT R SUMMERHAYS
§
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§
§ MAGISTRATE CAROL B WHITEHURST

MORRIS
AFFIDAVIT
EXHIBIT K



SO ORDERED.

SIGNED October 24, 2017.


ROBERT SUMMERHAYS
UNITED STATES BANKRUPTCY JUDGE

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF LOUISIANA
LAFAYETTE DIVISION**

IN RE:	§	CASE NO. 17-51014
	§	
KNIGHT ENERGY HOLDINGS, LLC,	§	CHAPTER 11
<i>et al.</i> , ¹	§	
	§	
DEBTORS.	§	
	§	

AGREED ORDER GRANTING RELIEF FROM THE AUTOMATIC STAY

Upon consideration the Motion for an Order Granting Relief From the Automatic Stay (Doc. 357) (the "Motion"), filed herein by Rippy Oil Company, Rippy Interests LLC, The Genecov

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Knight Energy Holdings, LLC (1930) (Case No. 17-51014); Knight Oil Tools, LLC (2667) (Case No. 17-51015); Knight Manufacturing, LLC (0600) (Case No. 17-51016); KDCC, LLC, f/k/a Knight Well Services, LLA (4156) (Case No. 17-51017); Tri-Drill, LLC (4957) (Case No. 17-51018); Advanced Safety & Training Management, LLC (0510) (Case No. 17-51019); Knight Security, LLC (0923) (Case No. 17-51020); Knight Information Systems, LLC (0000) (Case No. 17-51021); El Caballero Ranch, Inc. (7345) (Case No. 17-51022); Rayne Properties, LLC (0000) (Case No. 17-51023); Knight Aviation, LLC (3329) (Case No. 17-51024); Knight Research & Development, LLC (3760) (Case No. 17-51025); Knight Family Enterprises, LLC (7190) (Case No. 17-51026); HMC Leasing, LLC (0814) (Case No. 17-51027); and HMC Investments, LLC (0000) (Case No. 17-51029). The Debtors' service address is 2272 SE Evangeline Thruway, Lafayette, Louisiana 70508, except for Knight Manufacturing, LLC, which can be served at 2710-A Melancon Road, Broussard, Louisiana 70518, and Advanced Safety and Training Management, LLC, which can be served at 1042 Forum Drive, Broussard, Louisiana 70518.

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Group, Inc., and John D. Proctor (together, "Rippy Oil"), the agreement of the Debtors to the relief requested therein, and the Court finding that: (i) it has jurisdiction over the matters raised in the Motion pursuant to 28 U.S.C. § 1334; (ii) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); (iii) proper and adequate notice of the Motion has been given and no other or further notice is necessary; and (iv) upon the record herein after due deliberation thereon, good and sufficient cause exists for the granting of the relief as set forth herein; therefore:

IT IS ORDERED that the Motion is GRANTED.

IT IS FURTHER ORDERED that the automatic stay be and is hereby modified as to Knight Oil Tools, LLC (the "Subject Debtor") for the limited purpose of allowing the prosecution of the case captioned as *Rippy Oil Company, et al. v. Knight Oil Tools, Inc., et al.*, No. 0-10-498, pending in the 369th Judicial District Court in Leon County, Texas (the "Proceeding").

IT IS FURTHER ORDERED that Rippy Oil shall seek recovery on the claims asserted in the Proceeding solely from applicable insurance policies of the Subject Debtor and the other non-Debtor defendants; it is further

IT IS FURTHER ORDERED that the Subject Debtor's liability in the Proceeding, and for any claims or causes of action that were or could have been raised in the Proceeding, shall be limited to the extent of any coverage provided by the Subject Debtor's applicable insurance policies.

IT IS FURTHER ORDERED that except as expressly provided herein, no collection action shall be commenced against the Subject Debtor without prior order of this Court.

IT IS FURTHER ORDERED that Rippy Oil may seek and conduct such discovery involving the Subject Debtor as allowed by the applicable rules of civil procedure, local rules and scheduling orders in the Proceeding.

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IT IS FURTHER ORDERED that nothing herein (i) alters or amends the terms and conditions of any insurance policies issued to the Debtor by ACE American Insurance Company or any of its affiliates or successors (collectively, "Chubb") or any related agreements; (ii) relieves the Debtors of any obligations to Chubb to pay any retentions or to pay (or reimburse Chubb for) any deductibles; (iii) relieves the Debtors of any of their other obligations to Chubb under the insurance policies and related agreements; (iv) creates or permits a direct right of action by Rippy Oil against Chubb that would not otherwise exist under applicable law; or (v) precludes or limits, in any way, any rights of Chubb to contest and/or litigate the existence, primacy and/or scope of available coverage.

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This Agreed Order was prepared and is being submitted by:

/s/ Benjamin W. Kadden

Benjamin W. Kadden (La. Bar. No. 29927)
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/s/ Tristan Manthey

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Attorneys for the Debtors

{00360226-2}3

DM3\4872250.1

IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA

AIG SPECIALTY INSURANCE
COMPANY (f/k/a CHARTIS
SPECIALTY INSURANCE COMPANY)

VS.

KNIGHT OIL TOOLS, INC.

§ CIVIL ACTION NO. 6:21-CV-041919
§
§
§ JUDGE ROBERT R SUMMERHAYS
§
§
§ MAGISTRATE CAROL B WHITEHURST

MORRIS
AFFIDAVIT
EXHIBIT L

THIS NOTICE SEEKS TO ASSUME CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES. PARTIES RECEIVING THIS NOTICE SHOULD REVIEW THE NOTICE TO SEE IF THEIR CONTRACTS OR LEASES ARE INCLUDED IN THE EXHIBIT ATTACHED HERETO TO DETERMINE WHETHER THE MOTION AFFECTS THEIR CONTRACTS OR LEASES.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF LOUISIANA
LAFAYETTE DIVISION**

IN RE:

KNIGHT ENERGY HOLDINGS, LLC, *ET AL.*¹

DEBTORS

CASE NO. 17-51014

(JOINTLY ADMINISTERED)

CHAPTER 11

JUDGE ROBERT SUMMERHAYS

**NOTICE OF ASSUMPTION OF EXECUTORY CONTRACTS AND UNEXPIRED
LEASES AND PROPOSED CURE COSTS FOR SUCH EXECUTORY CONTRACTS
AND UNEXPIRED LEASES PURSUANT TO DEBTORS' JOINT CHAPTER 11 PLAN
OF REORGANIZATION AS OF OCTOBER 17, 2017 [P-417]**

PLEASE TAKE NOTICE that pursuant to Article V(A) of the *Debtors' Joint Chapter 11 Plan of Reorganization as of October 17, 2017 [P-417]* (as may be further amended from time to time (the "Plan")) filed by Knight Energy Holdings, LLC, Knight Oil Tools, LLC, Knight Manufacturing, LLC, KDCC, LLC f/k/a Knight Well Services, LLC, Tri-Drill, LLC, Advanced Safety & Training Management, LLC, Knight Security, LLC, Knight Information Systems, LLC, El Caballero Ranch, Inc., Rayne Properties, LLC, Knight Aviation, LLC; Knight Research &

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are Knight Energy Holdings, LLC (1930) (Case No. 17-51014); Knight Oil Tools, LLC (2667) (Case No. 17-51015); Knight Manufacturing, LLC (0600) (Case No. 17-51016); KDCC, LLC, f/k/a Knight Well Services, LLC (4156) (Case No. 17-51017); Tri-Drill, LLC (4957) (Case No. 17-51018); Advanced Safety & Training Management, LLC, (0510) (Case No. 17-51019); Knight Security, LLC (0923) (Case No. 17-51020); Knight Information Systems, LLC (9787) (Case No. 17-51021); El Caballero Ranch, Inc. (7345) (Case No. 17-51022); Rayne Properties, LLC (7235) (Case No. 17-51023); Knight Aviation, LLC (3329) (Case No. 17-51024); Knight Research & Development, LLC (3760) (Case No. 17-51025); Knight Family Enterprises, LLC (7190) (Case No. 17-51026); HMC Leasing, LLC (0814) (Case No. 17-51027) and HMC Investments, LLC (8254) (Case No. 17-51029). The Debtors' service address is 2727 SE Evangeline Thruway, Lafayette, Louisiana 70508 other than Knight Manufacturing, LLC and Advanced Safety & Training Management, LLC. Knight Manufacturing, LLC's service address is 2810-A Melancon Road, Broussard, Louisiana 70518 and Advanced Safety & Training Management, LLC's service address is 2725 SE Evangeline Thruway, Lafayette, Louisiana 70508.

Development, LLC; Knight Family Enterprises, LLC, HMC Leasing, LLC; and HMC Investments, LLC (collectively, the “Debtors”), the Executory Contracts and Unexpired Leases listed on Exhibit “A” attached hereto are anticipated to be assumed by the applicable Reorganized Debtor² (whether or not the correct Reorganized Debtor is listed on Exhibit “A” as the counterparty to any particular contract or lease) (as amended or modified from time to time including any supplements or sub-parts thereto, the “Executory Contracts and Unexpired Leases for Assumption”) on the Effective Date pursuant to Section 365 of the Bankruptcy Code;

PLEASE TAKE FURTHER NOTICE that the Executory Contracts and Unexpired Leases for Assumption may be amended through the Effective Date. Notice of any such amendment shall promptly be given through a supplemented notice of assumption to all affected parties;

PLEASE TAKE FURTHER NOTICE that, if the non-Debtor party to any of the Executory Contracts and Unexpired Leases for Assumption objects to the proposed assumption of its respective Executory Contract or Unexpired Lease, by the Reorganized Debtors, such non-Debtor counterparty must file an objection with the Bankruptcy Court to such assumption **on or before five (5) days prior to the Confirmation Hearing Date, or November 24, 2017. Any counterparty to any of the Executory Contracts and Unexpired Leases for Assumption that fails to timely object to the proposed assumption of its respective Executory Contract or Unexpired Lease will be deemed to have consented to such assumption.**

PLEASE TAKE FURTHER NOTICE that Exhibit A reflects the applicable proposed cure payment (the “Proposed Cure”) related to each of the Executory Contracts and Unexpired Leases for Assumption, which may be amended through the Effective Date, and subject to the

² Unless otherwise defined in this Notice, capitalized terms used in this Notice shall have the meanings set forth in the Plan.

occurrence of, the Effective Date of the Plan, that is required to be paid pursuant to section 365 of the Bankruptcy Code to cure any defaults under such contracts or leases upon the assumption thereof;

PLEASE TAKE FURTHER NOTICE that, pursuant to Article V(B) of the Plan, if the non-Debtor counterparty to any of the Executory Contracts and Unexpired Leases for Assumption objects to the applicable Proposed Cure set forth on the attached Exhibit A, such non-Debtor party must file an objection with the Bankruptcy Court to such Proposed Cure **on or before five (5) days prior to the Confirmation Hearing Date, or November 24, 2017. Any such request and/or objection that is not timely filed shall be disallowed and forever barred, estopped, and enjoined from assertion, and shall not be enforceable against any Reorganized Debtor, without the need for any objection by the Reorganized Debtors or any other party in interest or any further notice to or action, order, or approval of the Bankruptcy Court.** Any objection relating to the Proposed Cure shall specify the cure payment proposed by the counterparty for the applicable Executory Contract or Unexpired Lease to be assumed;

PLEASE TAKE FURTHER NOTICE that, if there is any dispute regarding any Proposed Cure, the ability of the Reorganized Debtors or any assignee to provide “*adequate assurance of future performance*” within the meaning of section 365 of the Bankruptcy Code, or any other matter pertaining to assumption, then payment of such Proposed Cure shall occur as soon as reasonably practicable after entry of a Final Order resolving such dispute, approving such assumption (and, if applicable, assignment), or as may be agreed upon by the Debtors or the Reorganized Debtors, as applicable, and the counterparty to the Executory Contract or Unexpired Lease.

PLEASE TAKE FURTHER NOTICE that to the extent that any dispute with respect to the amount of any Proposed Cures regarding any of the Executory Contracts and Unexpired Leases

for Assumption is resolved or determined, including by entry of an order by the Bankruptcy Court, in a manner that is not acceptable to the Debtors or Reorganized Debtors, as applicable, the Debtors or Reorganized Debtors, as applicable, may reject the applicable Executory Contract or Unexpired Lease within twenty (20) days after such resolution or determination by filing and serving upon the counterparty to such Executory Contract or Unexpired Lease a notice of rejection. Upon service of such notice of rejection, such Executory Contract or Unexpired Lease shall be deemed to be rejected without the need for further action or an order from the Bankruptcy Court, and such counterparty may thereafter file a Proof of Claim in the manner set forth in Article V.G of the Plan.

PLEASE TAKE FURTHER NOTICE that, assumption of any of the Executory Contracts and Unexpired Leases for Assumption pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Cures, Claims, or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under such assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption. **Any and all Proofs of Claim (but, for the avoidance of doubt, not including Cures) based upon any of the Executory Contracts and Unexpired Leases for Assumption that have been assumed in the Chapter 11 Cases, including pursuant to the Confirmation Order, shall be deemed disallowed and expunged as of the Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Bankruptcy Court.**

PLEASE TAKE FURTHER NOTICE that, notwithstanding anything to the contrary in the Plan, the Debtors or the Reorganized Debtors, as applicable, reserve the right to alter, amend, modify, or supplement the schedule of Executory Contracts and Unexpired Leases for Assumption identified in this Notice and the Plan at any time prior to the Effective Date.

PLEASE TAKE FURTHER NOTICE that, notwithstanding any provisions of this Notice or the Plan, the Debtors make no admission and reserve all rights to dispute whether any of the Executory Contracts and Unexpired Leases for Assumption constitute executory contracts or unexpired leases under Section 365 of the Bankruptcy Code.

Dated: November 6, 2017

Respectfully submitted,

/s/ Tristan E. Manthey

William H. Patrick, III (La. Bar No. 10359)

Tristan E. Manthey (La. Bar No. 24539)

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Telephone: (504) 299-3300

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Counsel for Debtors

EXHIBIT A

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS NOTICE OR THE PLAN, THE DEBTORS OR THE REORGANIZED DEBTORS, AS APPLICABLE, RESERVE THE RIGHT TO ALTER, AMEND, MODIFY, OR SUPPLEMENT THE SCHEDULE OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES FOR ASSUMPTION IDENTIFIED IN THIS NOTICE AND THE PLAN AT ANY TIME PRIOR TO THE EFFECTIVE DATE

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS NOTICE OR THE PLAN, THE DEBTORS MAKE NO ADMISSION AND RESERVE ALL RIGHTS TO DISPUTE WHETHER ANY OF THE EXECUTORY CONTRACTS AND UNEXPIRED LEASES FOR ASSUMPTION CONSTITUTE EXECUTORY CONTRACTS OR UNEXPIRED LEASES UNDER SECTION 365 OF THE BANKRUPTCY CODE

Contract #	Counterparty	Debtor	Title of Contract	Type of Lease/Contract	Description/Contract ID Number	Beginning Date	Ending Date	Cure Amount
1	Ace American Insurance Company	Knight Oil Tools, LLC	Commercial Lines Policy	Blanket Accident Policy Amendment	ADD N0484399A	November 11, 2009	November 11, 2010	\$ -
2	Ace American Insurance Company	Knight Oil Tools, LLC	Commercial Lines Policy	Blanket Accident Policy Amendment	ADD N0484399A	November 11, 2010	November 11, 2011	\$ -
3	Ace American Insurance Company	Knight Oil Tools, LLC	Commercial Lines Policy	Blanket Accident Policy Amendment	ADD N0484399A	November 11, 2011	November 11, 2012	\$ -
4	Ace American Insurance Company	Knight Energy Holdings, LLC	Commercial Lines Policy	Blanket Accident Policy Amendment	ADD N0484399AR	November 23, 2012	November 23, 2013	\$ -
5	Ace American Insurance Company	Knight Energy Holdings, LLC	Commercial Lines Policy	Blanket Accident Policy Amendment	ADD N0484399AR	November 23, 2013	November 23, 2014	\$ -
6	Ace American Insurance Company	Knight Energy Holdings, LLC	Commercial Lines Policy	Blanket Accident Policy Amendment	ADD N0484399AR	November 23, 2014	November 23, 2015	\$ -
7	Ace American Insurance Company	Knight Energy Holdings, LLC	Commercial Lines Policy	Blanket Accident Policy Amendment	ADD N0484399A	November 23, 2015	January 23, 2016	\$ -
8	Ace American Insurance Company	Knight Energy Holdings, LLC	Commercial Lines Policy	Blanket Accident Policy Amendment	ADD N0484399A	January 23, 2016	January 23, 2017	\$ -
9	Ace American Insurance Company	Knight Oil Tools, LLC	Commercial Lines Policy	Commercial Auto Coverage	ISA - H07835115	March 31, 2007	March 31, 2008	\$ -
10	Ace American Insurance Company	Knight Oil Tools, LLC	Commercial Lines Policy	Commercial Auto Coverage	H08244248	March 31, 2008	March 31, 2009	\$ -
11	Ace American Insurance Company	Knight Oil Tools, LLC	Commercial Lines Policy	Commercial Auto Coverage	ISA - H08252403	March 31, 2009	March 31, 2010	\$ -
12	Ace American Insurance Company	Knight Oil Tools, LLC	Commercial Lines Policy	Commercial Auto Coverage	ISA - H0858351	March 31, 2010	March 31, 2011	\$ -
13	Ace American Insurance Company	Knight Oil Tools, LLC	Commercial Lines Policy	Commercial Auto Coverage	ISA - H0863393	March 31, 2011	March 31, 2012	\$ -
14	Ace American Insurance Company	Knight Oil Tools, LLC	Commercial Lines Policy	Commercial Auto Coverage	ISA - H08695751	March 31, 2012	March 31, 2013	\$ -
15	Ace American Insurance Company	Knight Energy Holdings, LLC	Commercial Lines Policy	Commercial Auto Coverage	ISA - H0871468A	March 31, 2013	March 31, 2014	\$ -
16	Ace American Insurance Company	Knight Energy Holdings, LLC	Commercial Lines Policy	Commercial Auto Coverage	ISA - H0881871A	March 31, 2014	March 31, 2015	\$ -
17	Ace American Insurance Company	Knight Energy Holdings, LLC	Commercial Lines Policy	Commercial Auto Coverage	ISA - H08853381	March 31, 2015	March 31, 2016	\$ -
18	Ace American Insurance Company	Knight Oil Tools, LLC	Commercial Lines Policy	General Liability Policy	G23725046	March 31, 2007	March 31, 2008	\$ -
19	Ace American Insurance Company	Knight Oil Tools, LLC	Commercial Lines Policy	General Liability Policy	G2374143A	March 31, 2008	March 31, 2009	\$ -
20	Ace American Insurance Company	Knight Oil Tools, LLC	Commercial Lines Policy	General Liability Policy	HDO - G24940214	March 31, 2010	March 31, 2011	\$ -
21	Ace American Insurance Company	Knight Oil Tools, LLC	Commercial Lines Policy	General Liability Policy	HDO - G25523386	March 31, 2011	March 31, 2012	\$ -
22	Ace American Insurance Company	Knight Oil Tools, LLC	Commercial Lines Policy	General Liability Policy	HDO - G26438767	March 31, 2012	March 31, 2013	\$ -
23	Ace American Insurance Company	Knight Energy Holdings, LLC	Commercial Lines Policy	General Liability Policy	HDO - G27017277	March 31, 2013	March 31, 2014	\$ -
24	Ace American Insurance Company	Knight Energy Holdings, LLC	Commercial Lines Policy	General Liability Policy	XSL - G27330344	March 31, 2014	March 31, 2015	\$ -
25	Ace American Insurance Company	Knight Energy Holdings, LLC	Commercial Lines Policy	General Liability Policy	XSL - G27391667	March 31, 2015	March 31, 2016	\$ -

MM AFFIDAVIT EXHIBIT L

* All of the above listed Executory Contracts and Unexpired Leases shall be assumed in their entirety including any amendments, modifications, supplements, or sub-parts thereto.

EXHIBIT A

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS NOTICE OR THE PLAN, THE DEBTORS OR THE REORGANIZED DEBTORS, AS APPLICABLE, RESERVE THE RIGHT TO ALTER, AMEND, MODIFY, OR SUPPLEMENT THE SCHEDULE OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES FOR ASSUMPTION IDENTIFIED IN THIS NOTICE AND THE PLAN AT ANY TIME PRIOR TO THE EFFECTIVE DATE

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Contract #	Counterparty	Debtor	Title of Contract	Type of Lease/Contract	Description/Contract ID Number	Beginning Date	Ending Date	Cure Amount
26	Ace American Insurance Company	Knight Oil Tools, LLC	Commercial Lines Policy	International Commercial Insurance Policy	CXCD36928864	November 23, 2011	November 23, 2012	\$ -
27	Ace American Insurance Company	Knight Oil Tools, LLC	Commercial Lines Policy	International Commercial Insurance Policy	CXCD36922138	November 23, 2012	November 23, 2013	\$ -
28	Ace American Insurance Company	Knight Energy Holdings, LLC	Commercial Lines Policy	International Commercial Insurance Policy	CXCD38468303 002	November 23, 2013	November 23, 2014	\$ -
29	Ace American Insurance Company	Knight Energy Holdings, LLC	Commercial Lines Policy	International Commercial Insurance Policy	CXCD38468686 001	November 23, 2014	January 23, 2015	\$ -
30	Ace American Insurance Company	Knight Energy Holdings, LLC	Commercial Lines Policy	International Commercial Insurance Policy	CXCD38468686 001	January 23, 2015	January 23, 2016	\$ -
31	Ace American Insurance Company	Knight Energy Holdings, LLC	Commercial Lines Policy	International Commercial Insurance Policy	CXCD38041162 001	January 23, 2016	January 23, 2017	\$ -
32	Ace American Insurance Company	Knight Oil Tools, LLC	Commercial Lines Policy	Workers Compensation & Employer Liability	WLR - C44662242	March 31, 2007	March 31, 2008	\$ -
33	Ace American Insurance Company	Knight Oil Tools, LLC	Commercial Lines Policy	Workers Compensation & Employer Liability	C44345444	March 31, 2008	March 31, 2009	\$ -
34	Ace American Insurance Company	Knight Oil Tools, LLC	Commercial Lines Policy	Workers Compensation & Employer Liability	WLR - C44356685	March 31, 2009	March 31, 2010	\$ -
35	Ace American Insurance Company	Knight Oil Tools, LLC	Commercial Lines Policy	Workers Compensation & Employer Liability	WLR - C46132294	March 31, 2010	March 31, 2011	\$ -
36	Ace American Insurance Company	Knight Oil Tools, LLC	Commercial Lines Policy	Workers Compensation & Employer Liability	WLR - C46471362	March 31, 2011	March 31, 2012	\$ -
37	Ace American Insurance Company	Knight Oil Tools, LLC	Commercial Lines Policy	Workers Compensation & Employer Liability	WLR - C46781260	March 31, 2012	March 31, 2013	\$ -
38	Ace American Insurance Company	Knight Energy Holdings, LLC	Commercial Lines Policy	Workers Compensation & Employer Liability	WLR - C47316017	March 31, 2013	March 31, 2014	\$ -
39	Ace American Insurance Company	Knight Energy Holdings, LLC	Commercial Lines Policy	Workers Compensation & Employer Liability	WLR - C4787807A	March 31, 2014	March 31, 2015	\$ -
40	Ace American Insurance Company	Knight Energy Holdings, LLC	Commercial Lines Policy	Workers Compensation & Employer Liability	WLR - C4814679A	March 31, 2015	March 31, 2016	\$ -
41	Actonits	Knight Oil Tool, LLC	Software License	ACRONIS TRUEIMAGE 2016		Undetermined	Undetermined	\$ -
42	Adobe Systems Incorporated	Knight Oil Tool, LLC	Software License	ADOBE ACRONBAT		Undetermined	Undetermined	\$ -
43	Adobe Systems Incorporated	Knight Oil Tool, LLC	Software License	ADOBE ACRONBAT PROFESSIONAL		Undetermined	Undetermined	\$ -
44	ADP	Knight Oil Tools, LLC	Time and Labor Management Sales Order Form - Subscription	License Agreement	ADP Time & Attendance System (EZlabor Manager)	February 2009	Month to Month	\$ -
45	AIG Specialty Insurance Company	Knight Energy Holdings, LLC	Specialty Risk Protector	Corporate Counsel Premier Insurance	022177019	March 31, 2017	March 31, 2018	\$ -
46	AIG Specialty Insurance Company	Knight Energy Holdings, LLC	Specialty Risk Protector	Corporate Counsel Premier Insurance	22174792	March 31, 2016	March 31, 2017	\$ -
47	AIG Specialty Insurance Company	Knight Energy Holdings, LLC	Private Company Management Liability Company	Management Liability Policy	13043565	March 31, 2016	March 31, 2017	\$ -
48	Alaska Communications	Knight Oil Tools LLC	Alaska Communications Services Agreement	Internet/Telecom Services	1861453	May 16, 2017	Month to Month	\$ -
49	Alaska Communications	Knight Oil Tools LLC	Alaska Communications Services Agreement	Telecom Services	1938774	May 16, 2017	Month to Month	\$ -
50	Allianz Global Corporate & Specialty	Knight Energy Holdings, LLC	Confidentiality Agreement	Confidentiality Agreement	Confidentiality agreement	March 10, 2016	Undetermined	\$ -
51	Allied Waste Services	Knight Oil Tools, LLC	Allied Waste Services	Service Agreement	Service Agreement	June 20, 2007	June 20, 2019	\$ -

MM AFFIDAVIT EXHIBIT L

* All of the above listed Executory Contracts and Unexpired Leases shall be assumed in their entirety including any amendments, modifications, supplements, or sub-parts thereto.

EXHIBIT A

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Contract #	Counterparty	Debtor	Title of Contract	Type of Lease/Contract	Description/Contract ID Number	Beginning Date	Ending Date	Cure Amount
52	Alltera America Insurance Company	Knight Energy Holdings, LLC	Market Global Insurance	Marine Cargo and Equipment Insurance	MAXA5IM0049829	March 31, 2016	March 31, 2017	\$ -
53	Always Care	Knight Oil Tools, LLC	Dental Insurance Policy	Dental Insurance Policy	Group ID# KOT116	January 1, 2016	December 31, 2017	\$ -
54	Always Care	Knight Oil Tools, LLC	Vision Insurance Policy	Vision Insurance Policy	Group ID# KOT116	January 1, 2016	December 31, 2017	\$ -
55	American Heritage Life Insurance Company	Knight Oil Tools, LLC	Cancer and Specified Disease Plan	Cancer and Specified Disease Plan	75004	March 1, 2001	December 31, 2017	\$ -
56	American Heritage Life Insurance Company	Knight Oil Tools, LLC	Group Critical Illness Policy	Group Critical Illness Policy	75004, 75015, 75016, 75017, 87788, 87790, 97113, 97185	April 1, 2009	December 31, 2017	\$ -
57	AT&T	Knight Oil Tools LLC	Telecom Services Agreement	Telecom Services	281-752-6660 430 3	Undetermined	Month to Month	\$ -
58	AT&T	Knight Oil Tools LLC	Telecom Services Agreement	Telecom Services	281-752-6664 597 5	Undetermined	Month to Month	\$ -
59	AT&T	Knight Oil Tools LLC	Telecom Services Agreement	Telecom Services	337-233-3666 066 0511	Undetermined	Month to Month	\$ -
60	AT&T	Knight Oil Tools LLC	Telecom Services Agreement	Telecom Services	337-234-4326 327 0515	Undetermined	Month to Month	\$ -
61	AT&T	Knight Oil Tools LLC	Telecom Services Agreement	Telecom Services	337-289-9666 001 0518	Undetermined	Month to Month	\$ -
62	AT&T	Knight Oil Tools LLC	Telecom Services Agreement	Telecom Services	361-396-1670 533 5	Undetermined	Month to Month	\$ -
63	AT&T	Knight Manufacturing, LLC	Telecom Services Agreement	Telecom Services	361-664-5839 544 6	Undetermined	Month to Month	\$ -
64	AT&T	Knight Manufacturing, LLC	Telecom Services Agreement	Telecom Services	361-664-5868 490 6	Undetermined	Month to Month	\$ -
65	AT&T	Knight Oil Tools LLC	Telecom Services Agreement	Telecom Services	361-668-6660 185 6	Undetermined	Month to Month	\$ -
66	AT&T	Knight Oil Tools LLC	Telecom Services Agreement	Telecom Services	361-668-8065 468 3	Undetermined	Month to Month	\$ -
67	AT&T	Knight Oil Tools LLC	Telecom Services Agreement	Telecom Services	361-883-6660 173 1	Undetermined	Month to Month	\$ -
68	AT&T	Knight Oil Tools LLC	Telecom Services Agreement	Telecom Services	405-670-6660 490 1	Undetermined	Month to Month	\$ -
69	AT&T	Tri-Drill, LLC	Telecom Services Agreement	Telecom Services	432-335-8500 733 5	Undetermined	Month to Month	\$ -
70	AT&T	Knight Oil Tools LLC	Telecom Services Agreement	Telecom Services	432-366-1985 392 1	Undetermined	Month to Month	\$ -
71	AT&T	Knight Oil Tools LLC	Telecom Services Agreement	Telecom Services	432-366-2666 978 1	Undetermined	Month to Month	\$ -
72	AT&T	Knight Manufacturing, LLC	Telecom Services Agreement	Telecom Services	432-381-6666 294 5	Undetermined	Month to Month	\$ -
73	AT&T	Knight Oil Tools LLC	Telecom Services Agreement	Telecom Services	432-530-1010 017 4	Undetermined	Month to Month	\$ -
74	AT&T	Knight Oil Tools LLC	Telecom Services Agreement	Telecom Services	713-466-5095 577 7	Undetermined	Month to Month	\$ -
75	AT&T	Knight Oil Tools LLC	Internet Services Agreement	Internet Services	831-000-4493 742	Undetermined	Month to Month	\$ -
76	AT&T	Knight Oil Tools LLC	Services Agreement	Internet & Cable Services	124942255	Undetermined	Month to Month	\$ -
77	AT&T	Knight Oil Tools LLC	Internet Services Agreement	Internet Services	128314224	Undetermined	Month to Month	\$ -
78	AT&T	Knight Oil Tools LLC	Internet Services Agreement	Internet Services	134521078	Undetermined	Month to Month	\$ -

MM AFFIDAVIT EXHIBIT L

* All of the above listed Executory Contracts and Unexpired Leases shall be assumed in their entirety including any amendments, modifications, supplements, or sub-parts thereto.

EXHIBIT A

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS NOTICE OR THE PLAN, THE DEBTORS OR THE REORGANIZED DEBTORS, AS APPLICABLE, RESERVE THE RIGHT TO ALTER, AMEND, MODIFY, OR SUPPLEMENT THE SCHEDULE OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES FOR ASSUMPTION IDENTIFIED IN THIS NOTICE AND THE PLAN AT ANY TIME PRIOR TO THE EFFECTIVE DATE.

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Contract #	Counterparty	Debtor	Title of Contract	Type of Lease/Contract	Description/Contract ID Number	Beginning Date	Ending Date	Cure Amount
79	AT&T Mobility	Knight Oil Tools LLC	Wireless Phone Services Agreement	Wireless Phone Services	BES 02436267	Undetermined	Month to Month	\$ -
80	AT&T Mobility	Knight Oil Tools LLC	Wireless Phone Services Agreement	Wireless Phone Services	BES 02436267	Undetermined	January 8, 2018	\$ -
81	AT&T Mobility	Knight Oil Tools LLC	Wireless Phone Services Agreement	Wireless Phone Services	BES 02436267	Undetermined	October 5, 2019	\$ -
82	Autodesk Inc.	Knight Oil Tool, LLC	Software License	Software License	AUTODESK AUTOCAD ELECTRICAL	Undetermined	Undetermined	\$ -
83	Autodesk Inc.	Knight Oil Tool, LLC	Software License	Software License	AUTODESK AUTOCAD INVENTOR LT	Undetermined	Undetermined	\$ -
84	Autodesk Inc.	Knight Oil Tool, LLC	Software License	Software License	AUTODESK AUTOCAD LT	Undetermined	Undetermined	\$ -
85	B & I Steel Erectors, Inc.	HMC Leasing, LLC	Extension of Lease	Real Estate Lease	6830 S. Sunnylane Road, Oklahoma City, Oklahoma	April 30, 2015	Month to Month	\$ 7,764.76
86	Baracuda Networks, Inc.	Knight Oil Tools, LLC	Software License	Software License	Baracuda Email Security Gateway License	February 3, 2017	February 3, 2018	\$ -
87	Bayou Bridge Pipeline L.L.C.	HMC Leasing, LLC	Pipeline Right of Way and Servitude Agreement	Pipeline Right of Way and Servitude Agreement	Pipeline Right of Way and Servitude Agreement	February 13, 2017	Earlier of completion of pipeline or April 30, 2020	\$ -
88	Beau Box Commercial Real Estate	HMC Leasing, LLC	Listing Agreement for Commercial Lease	Real Estate Sale Listing Agreement	"Frierson Property" - 507 Park Drive in the Parish DeSoir, LA	August 7, 2017	February 8, 2018	\$ -
89	Berkley National Insurance Company	Knight Energy Holdings, LLC	Energy Commercial General Liability Declarations	Energy Commercial General Liability	EGL002119310	March 31, 2017	March 31, 2018	\$ -
90	Berkley National Insurance Company	Knight Energy Holdings, LLC	General Change Endorsement	General Change Endorsement	EGL002119310	March 31, 2017	March 31, 2018	\$ -
91	Berkley National Insurance Company	Knight Energy Holdings, LLC	General Change Endorsement	General Change Endorsement	EGL002119310	March 31, 2017	March 31, 2018	\$ -
92	Berkley National Insurance Company	Knight Energy Holdings, LLC	General Change Endorsement	General Change Endorsement	EUL002119410	March 31, 2017	March 31, 2018	\$ -
93	Berkley National Insurance Company	Knight Energy Holdings, LLC	Energy Commercial Umbrella Liability Declarations	Energy Commercial Umbrella Liability	EUL002119410	March 31, 2017	March 31, 2018	\$ -
94	Berkley National Insurance Company	Knight Energy Holdings, LLC	General Change Endorsement	General Change Endorsement	EUL002119410	March 31, 2017	March 31, 2018	\$ -
95	Berkley National Insurance Company	Knight Energy Holdings, LLC	General Change Endorsement	General Change Endorsement	EGL002119310	March 31, 2017	March 31, 2018	\$ -
96	Berkley National Insurance Company	Knight Energy Holdings, LLC	General Change Endorsement	General Change Endorsement	EGL002119310	March 31, 2017	March 31, 2018	\$ -
97	Berkley Regional Insurance Company	Knight Energy Holdings, LLC	Workers Compensation	Workers Compensation Insurance	EWG 3139186-10	March 31, 2017	March 31, 2018	\$ -
98	Berkley Regional Insurance Company	Knight Energy Holdings, LLC	Policy Information Page Endorsement	General Change Endorsement	EWG 3139186-10	March 31, 2017	March 31, 2018	\$ -
99	Bizzuka, Inc.	Knight Manufacturing, LLC	License Agreement	License Agreement	hnbcityironworks.com Website	October 1, 2016	October 1, 2017	\$ -
100	Bizzuka, Inc.	Knight Oil Tools, LLC	License Agreement	License Agreement	knightoiltools.com Website	September 1, 2016	September 1, 2017	\$ -
101	Bizzuka, Inc.	Advanced Safety and Training Management, LLC	License Agreement	License Agreement	advancedsafetraining.com Website	August 2017	August 2018	\$ -
102	Bizzuka, Inc.	Tri-Drill, LLC	License Agreement	License Agreement	tridill.com Website	December 1, 2016	December 1, 2017	\$ -
103	Blue Cross and Blue Shield of Louisiana	Knight Oil Tools, LLC	Benefit Plan Policy Agreement	Benefit Plan Policy Agreement	High Deductible Health Plan - Group No. 77367FF4	January 1, 2017	December 31, 2017	\$ -
104	Blue Cross and Blue Shield of Louisiana	Knight Oil Tools, LLC	Benefit Plan Policy Agreement	Benefit Plan Policy Agreement	PPO Health Plan - Group No. 77367FF4	January 1, 2017	December 31, 2017	\$ -

MM AFFIDAVIT EXHIBIT L

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Contract #	Counterparty	Debtor	Title of Contract	Type of Lease/Contract	Description/Contract ID Number	Beginning Date	Ending Date	Cure Amount
105	Blue Cross and Blue Shield of Louisiana	Knight Oil Tools, LLC	Schedule of Administrative Services and Fees	Benefit Plan Services	High Deductible & PPO Health Plans - Group No. 77367FF4 Admin Services	January 1, 2017	December 31, 2017	\$ -
106	Blue Cross and Blue Shield of Louisiana	Knight Oil Tools, LLC	Electronic Trading Partner Agreement	Benefit Plan Services	Benefit Plan Services	September 17, 2013	September 17, 2018	\$ -
107	Box, Inc.	Knight Oil Tools, LLC	Software License	Software License	Box.com Business Plus	August 4, 2017	August 4, 2018	\$ 2,786
108	Brivo	Knight Oil Tool, LLC	Software License	Software License	Brivo	Undetermined	Undetermined	\$ -
109	Burnett & Company, Inc	Knight Energy Holdings, LLC	Commercial Lines Policy	General Liability Policy	16CGLN10611	March 31, 2016	March 31, 2017	\$ -
110	Business Controls Inc.	Knight Oil Tools, LLC	Service Agreement	Service Agreement	MySafeWorkplace Service	February 15, 2017	February 15, 2018	\$ -
111	CBRE, Inc.	HMC Leasing, LLC	Exclusive Sales Listing Agreement	Real Estate Sale Listing Agreement	"OKC Property" - 154.75 acres MOI located at the SE Corner of I-40 and Cimarron Road, Oklahoma City, Oklahoma	April 14, 2017	April 14, 2018	\$ -
112	CenturyLink	Knight Oil Tools LLC	Services Agreement	Telecom Services	61816123	Undetermined	Undetermined	\$ -
113	CenturyLink	Knight Oil Tools LLC	Services Agreement	Telecom Services	61816130	Undetermined	Undetermined	\$ -
114	CenturyLink	Knight Oil Tools LLC	Services Agreement	Telecom Services	61816131	Undetermined	Undetermined	\$ -
115	CenturyLink	Tri-Drill, LLC	Services Agreement	Telecom Services	61816133	Undetermined	Undetermined	\$ -
116	CenturyLink	Knight Oil Tools LLC	Services Agreement	Telecom Services	82422589	Undetermined	February 9, 2019	\$ -
117	CenturyLink	Knight Manufacturing, LLC	Services Agreement	Telecom Services	76219483	Undetermined	Undetermined	\$ -
118	CenturyLink	Knight Oil Tools LLC	Services Agreement	Telecom Services	85625268	Undetermined	Undetermined	\$ -
119	CenturyLink	Knight Oil Tools LLC	CenturyLink Total Advantage Express Agreement	Telecom and Internet Services	86711714	October 28, 2014	October 28, 2017	\$ -
120	CenturyLink	Knight Oil Tools LLC	Services Agreement	Telecom Services	307-362-5617 470B	Undetermined	Month to Month	\$ -
121	CenturyLink	Knight Oil Tools LLC	Services Agreement	Telecom Services	307-382-0696 875B	Undetermined	Undetermined	\$ -
122	CenturyLink	Knight Oil Tools LLC	Services Agreement	Telecom Services	505-632-6666 395B	Undetermined	Undetermined	\$ -
123	Cisco Systems Inc.	Knight Oil Tool, LLC	Software License	Software License	Cisco AnyConnect	Undetermined	Undetermined	\$ -
124	Cisco Systems Inc.	Knight Oil Tool, LLC	Software License	Software License	Cisco Jabber	Undetermined	Undetermined	\$ -
125	Citrix Systems Inc.	Knight Oil Tool, LLC	Software License	Software License	Citrix	Undetermined	Undetermined	\$ -
126	Combined Insurance Company of America	Knight Oil Tools, LLC	Group Accident Insurance	Group Accident Insurance	BKRC00447	December 15, 2014	December 31, 2017	\$ -
127	Comcast	Knight Oil Tools LLC	Master Services Agreement	Internet and Telecom Services	930010505	Undetermined	Undetermined	\$ -
128	Comcast	Knight Oil Tool, LLC	Software License	Software License	Comcast	Undetermined	Undetermined	\$ -
129	Corel Corporation	Knight Oil Tool, LLC	Software License	Software License	COREL PAINT SHOP PRO	Undetermined	Undetermined	\$ -
130	Corporate Services L.L.C.	Knight Oil Tools, LLC	Commercial End-User License Agreement for Rental Tool Management System (RTMS)	Software License Agreement	End-User License Agreement for Rental Tool Management System	Undetermined	Undetermined	\$ -
131	Cox Business	Knight Manufacturing, LLC	Commercial Services Agreement	Internet and Telecom Services	001 3604 260977701	August 5, 2015	Month to Month	\$ -

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Contract #	Counterparty	Debtor	Title of Contract	Type of Lease/Contract	Description/Contract ID Number	Beginning Date	Ending Date	Cure Amount
132	Cox Business	Knight Oil Tools LLC	Commercial Services Agreement	Cable, Internet and Telecom Services	001 3608 078094901	Undetermined	Undetermined	\$ -
133	Cox Business	Tri-Drill, LLC	Commercial Services Agreement	Internet and Telecom Services	001 3608 081659801	Undetermined	August 27, 2018	\$ -
134	Cox Business	Knight Oil Tools LLC	Commercial Services Agreement	Internet and Telecom Services	001 3608 083856301	Undetermined	September 10, 2018	\$ -
135	Cox Business	Knight Oil Tools LLC	Commercial Services Agreement	Telecom Services	001 3608 084110601	Undetermined	Undetermined	\$ -
136	Cox Business	Knight Oil Tools LLC	Commercial Services Agreement	Internet Services	001 3608 296647401	Undetermined	Undetermined	\$ -
137	Cox Business	Knight Manufacturing, LLC	Commercial Services Agreement	Internet and Telecom Services	001 3610 077973101	Undetermined	Month to Month	\$ -
138	Cox Business	Knight Oil Tools LLC	Commercial Services Agreement	Internet and Telecom Services	001 6110 067063701	Undetermined	Month to Month	\$ -
139	Cum & Forester Specialty Insurance Company	Advanced Safety and Training Management, LLC	Environmental Excess Liability Policy	Environmental Excess Liability Insurance	EPX-107126	March 31, 2017	March 31, 2018	\$ -
140	Cum & Forester Specialty Insurance Company	Advanced Safety and Training Management, LLC	Environmental Excess Liability Policy	Environmental Excess Liability Insurance	EPK-116286	March 31, 2017	March 31, 2018	\$ -
141	Cum & Forester Specialty Insurance Company	Advanced Safety and Training Management, LLC	Environmental Excess Liability Change Endorsement	Environmental Excess Liability Insurance	EPX-107126	March 31, 2017	March 31, 2018	\$ -
142	Cum & Forester Specialty Insurance Company	Advanced Safety and Training Management, LLC	Environmental Excess Liability Change Endorsement	Environmental Excess Liability Insurance	EPK-116286	March 31, 2017	March 31, 2018	\$ -
143	Cum & Forester Specialty Insurance Company	Advanced Safety and Training Management, LLC	Environmental Excess Liability General Change Endorsement	Environmental Excess Liability Insurance	EPX-107126	March 31, 2017	March 31, 2018	\$ -
144	Cum & Forester Specialty Insurance Company	Advanced Safety and Training Management, LLC	Environmental Excess Liability Change Endorsement	Environmental Excess Liability Insurance	EPK-116286	March 31, 2017	March 31, 2018	\$ -
145	Cum & Forester Specialty Insurance Company	Advanced Safety and Training Management, LLC	Environmental Excess Liability Policy	Environmental Excess Liability Insurance	EPK-112023	March 31, 2016	March 31, 2017	\$ -
146	Cum & Forester	Knight Energy Holdings, LLC	Confidentiality Agreement	Confidentiality Agreement	Confidentiality agreement	April 7, 2016	Undetermined	\$ -
147	Dassault Systèmes SolidWorks Corporation	Knight Oil Tools LLC	Dassault Systèmes SolidWorks Corporation License and Subscription Service Agreement	Software License	SOLIDWORKS ENTERPRISE PDM	Undetermined	Undetermined	\$ -
148	Dassault Systèmes SolidWorks Corporation	Knight Oil Tools LLC	Dassault Systèmes SolidWorks Corporation License and Subscription Service Agreement	Software License	SOLIDWORKS ENTERPRISE PDM CAD CONTRIBUTOR	Undetermined	Undetermined	\$ -
149	Dassault Systèmes SolidWorks Corporation	Knight Oil Tools LLC	Dassault Systèmes SolidWorks Corporation License and Subscription Service Agreement	Software License	SOLIDWORKS PROFESSIONAL	Undetermined	Undetermined	\$ -

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Contract #	Counterparty	Debtor	Title of Contract	Type of Lease/Contract	Description/Contract ID Number	Beginning Date	Ending Date	Cure Amount
150	Dassault Systemes SolidWorks Corporation	Knight Oil Tools LLC	Dassault Systemes SolidWorks Corporation License and Subscription Service Agreement	Software License	SOLIDWORKS STANDARD - NETWORK LICENSE	Undetermined	Undetermined	\$ -
151	Dassault Systemes SolidWorks Corporation	Knight Oil Tools LLC	Dassault Systemes SolidWorks Corporation License and Subscription Service Agreement	Software License	Solidworks Electrical	Undetermined	Undetermined	\$ -
152	Deil EMC	Knight Oil Tool, LLC	Software License	Software License	ApplicationXtender	Undetermined	Undetermined	\$ -
153	Deil EMC	Knight Oil Tool, LLC	Software License	Software License	ApplicationXtender to SAP Interface	Undetermined	Undetermined	\$ -
154	Devolutions	Knight Oil Tool, LLC	Software License	Software License	DEVOLUTIONS REMOTE DESKTOP MANAGER	Undetermined	Undetermined	\$ -
155	DNV GL Business Assurance USA, Inc.	Knight Manufacturing, LLC	ISO 9001:2015 Transition Contract Amendment	Management System Certification Agreement	Customer	January 23, 2017	September 15, 2018	\$ -
156	Dominique's Record Management Company	Knight Oil Tools, LLC	Services Contract	Services Contract	Services Contract for Records Storage	March 7, 2008	Month to Month	\$ 5,130.56
157	DW Transportation Leasing, LLC	Knight Oil Tools, LLC	Closed-End Motor Vehicle Lease Agreement	Vehicle Lease - Lessee	1FD8W3HT3HEB52415	March 11, 2017	March 11, 2019	\$ -
158	DW Transportation Leasing, LLC	Knight Oil Tools, LLC	Closed-End Motor Vehicle Lease Agreement	Change payment terms - Lessee	1FD8W3HT3HEB52415	March 11, 2017	March 11, 2019	\$ -
159	DW Transportation Leasing, LLC	Knight Oil Tools, LLC	Closed-End Motor Vehicle Lease Agreement	Vehicle Lease - Lessee	1FD8W3HTXHEC13386	March 11, 2017	March 11, 2019	\$ -
160	DW Transportation Leasing, LLC	Knight Oil Tools, LLC	Closed-End Motor Vehicle Lease Agreement	Change payment terms - Lessee	1FD8W3HTXHEC13386	March 11, 2017	March 11, 2019	\$ -
161	DW Transportation Leasing, LLC	Knight Oil Tools, LLC	Closed-End Motor Vehicle Lease Agreement	Vehicle Lease - Lessee	3GCUKNEC2HG251475	March 11, 2017	March 11, 2019	\$ -
162	DW Transportation Leasing, LLC	Knight Oil Tools, LLC	Closed-End Motor Vehicle Lease Agreement	Change payment terms - Lessee	3GCUKNEC2HG251475	March 11, 2017	March 11, 2019	\$ -
163	DW Transportation Leasing, LLC	Knight Oil Tools, LLC	Closed-End Motor Vehicle Lease Agreement	Vehicle Lease - Lessee	1GCUKNEC5HP104665	March 11, 2017	March 11, 2019	\$ -
164	DW Transportation Leasing, LLC	Knight Oil Tools, LLC	Closed-End Motor Vehicle Lease Agreement	Change payment terms - Lessee	1GCUKNEC5HP104665	March 11, 2017	March 11, 2019	\$ -
165	DW Transportation Leasing, LLC	Knight Oil Tools, LLC	Closed-End Motor Vehicle Lease Agreement	Vehicle Lease - Lessee	3GCUKNEC1HG254111	March 11, 2017	March 11, 2019	\$ -
166	DW Transportation Leasing, LLC	Knight Oil Tools, LLC	Closed-End Motor Vehicle Lease Agreement	Change payment terms - Lessee	3GCUKNEC1HG254111	March 11, 2017	March 11, 2019	\$ -
167	DW Transportation Leasing, LLC	Knight Oil Tools, LLC	Closed-End Motor Vehicle Lease Agreement	Vehicle Lease - Lessee	1FT7W2BT8HBB55992	March 11, 2017	March 11, 2019	\$ -
168	DW Transportation Leasing, LLC	Knight Oil Tools, LLC	Closed-End Motor Vehicle Lease Agreement	Change payment terms - Lessee	1FT7W2BT8HBB55992	March 11, 2017	March 11, 2019	\$ -
169	DW Transportation Leasing, LLC	Knight Oil Tools, LLC	Closed-End Motor Vehicle Lease Agreement	Vehicle Lease - Lessee	1FT7W2BT8HBB55992	March 11, 2017	March 11, 2019	\$ -
170	DW Transportation Leasing, LLC	Knight Oil Tools, LLC	Closed-End Motor Vehicle Lease Agreement	Change payment terms - Lessee	1FT7W2BT8HBB55992	March 11, 2017	March 11, 2019	\$ -
171	DW Transportation Leasing, LLC	Knight Oil Tools, LLC	Closed-End Motor Vehicle Lease Agreement	Vehicle Lease - Lessee	1FD8W3HT6HBE94399	March 11, 2017	March 11, 2019	\$ -
172	DW Transportation Leasing, LLC	Knight Oil Tools, LLC	Closed-End Motor Vehicle Lease Agreement	Change payment terms - Lessee	1FD8W3HT6HBE94399	March 11, 2017	March 11, 2019	\$ -
173	DW Transportation Leasing, LLC	Knight Oil Tools, LLC	Closed-End Motor Vehicle Lease Agreement	Vehicle Lease - Lessee	1FT7W2BT7HBE53394	March 11, 2017	March 11, 2019	\$ -

MM AFFIDAVIT EXHIBIT L

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Contract #	Counterparty	Debtor	Title of Contract	Type of Lease/Contract	Description/Contract ID Number	Beginning Date	Ending Date	Cure Amount
174	DW Transportation Leasing, LLC	Knight Oil Tools, LLC	Closed-End Motor Vehicle Lease Agreement	Change Payment terms - Lessee	1FT7W2BT7HEC53394	March 11, 2017	March 11, 2019	\$ -
175	EDI Environmental Services, Inc.	Knight Energy Holdings, LLC	Confidentiality Agreement	Confidentiality Agreement		October 18, 2016	October 18, 2019	\$ -
176	Exact Technologies, Inc.	Knight Oil Tool, LLC	Software License	Software License	Exact Vision	Undetermined	Undetermined	\$ -
177	Exact Software Eprna Inc.	Knight Oil Tool, LLC	Software License	Software License	MOI	Undetermined	Undetermined	\$ -
178	Exact Software Eprna Inc.	Knight Oil Tool, LLC	Software License	Software License	JobBOSS	Undetermined	Undetermined	\$ -
179	Exact Software Eprna Inc.	Knight Oil Tool, LLC	Software License	Software License	JOBBOSS FOR CLIENT MACHINES	Undetermined	Undetermined	\$ -
180	F Key Solutions Inc.	Knight Oil Tool, LLC	Software License	Software License	INTERNET KIOSK PRO	Undetermined	Undetermined	\$ -
181	Farnic Technologies, Inc.	Knight Oil Tool, LLC	Software License	Software License	AUTOMATION STUDIO	Undetermined	Undetermined	\$ -
182	FastStone	Knight Oil Tool, LLC	Software License	Software License	FastStone Screen Capture	Undetermined	Undetermined	\$ -
183	FileMaker, Inc.	Knight Oil Tool, LLC	Software License	Software License	FILE MAKER PRO 12	Undetermined	Undetermined	\$ -
184	FileMaker, Inc.	Knight Oil Tool, LLC	Software License	Software License	FILE MAKER SEVER 12 VOLUME	Undetermined	Undetermined	\$ -
185	Fujitsu	Knight Oil Tool, LLC	Software License	Software License	ScandAllPro	Undetermined	Undetermined	\$ -
186	GAGEMAKER HOLDINGS LLP	Knight Oil Tool, LLC	Software License	Software License	GageMaker	Undetermined	Undetermined	\$ -
187	GAGEMAKER HOLDINGS LLP	Knight Oil Tool, LLC	Software License	Software License	GageView	Undetermined	Undetermined	\$ -
188	Gemini Insurance Company	Knight Manufacturing, LLC	Commercial Lines Policy	General Liability Policy	VMGP002404	March 31, 2016	March 31, 2017	\$ -
189	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	ADVANCEDSAFEITYTRAINING.BIZ	Undetermined	October 1, 2017	\$ -
190	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	ADVANCEDSAFEITYTRAINING.COM	Undetermined	November 8, 2020	\$ -
191	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	ADVANCEDSAFEITYTRAINING.INFO	Undetermined	October 2, 2017	\$ -
192	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	ADVANCEDSAFEITYTRAINING.MOBI	Undetermined	October 2, 2017	\$ -
193	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	ADVANCEDSAFEITYTRAINING.US	Undetermined	October 1, 2017	\$ -
194	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	APEXSERVICESINC.COM	Undetermined	May 15, 2018	\$ -
195	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	BODY-MASTERS.CO	Undetermined	July 19, 2018	\$ -
196	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	BODYMASTERS.CO	Undetermined	July 19, 2018	\$ -
197	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	BODYMASTERS.INFO	Undetermined	July 5, 2021	\$ -
198	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	BODYMASTERS.MOBI	Undetermined	July 5, 2021	\$ -
199	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	BODYMASTERS.NET	Undetermined	July 5, 2021	\$ -
200	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	HUBCITYIRONWORKS.BIZ	Undetermined	October 1, 2017	\$ -
201	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	HUBCITYIRONWORKS.COM	Undetermined	July 11, 2018	\$ -
202	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	HUBCITYIRONWORKS.INFO	Undetermined	October 2, 2017	\$ -
203	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	HUBCITYIRONWORKS.MOBI	Undetermined	October 2, 2017	\$ -
204	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	HUBCITYIRONWORKS.NET	Undetermined	October 2, 2017	\$ -
205	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	HUBCITYIRONWORKS.ORG	Undetermined	October 2, 2017	\$ -
206	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	HUBCITYIRONWORKS.US	Undetermined	October 1, 2017	\$ -
207	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	HUBCITYIRONWORKS.US	Undetermined	October 1, 2017	\$ -
208	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	KNIGHT-COMPANIES.BIZ	Undetermined	February 7, 2027	\$ -
209	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	KNIGHT-COMPANIES.COM	Undetermined	October 2, 2017	\$ -
210	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	KNIGHT-COMPANIES.INFO	Undetermined	October 2, 2017	\$ -
211	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	KNIGHT-COMPANIES.MOBI	Undetermined	October 2, 2017	\$ -
212	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	KNIGHT-COMPANIES.NET	Undetermined	October 2, 2017	\$ -
213	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	KNIGHT-COMPANIES.ORG	Undetermined	October 2, 2017	\$ -
214	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	KNIGHTFISHINGSERVICES.BIZ	Undetermined	October 1, 2017	\$ -
215	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	KNIGHTFISHINGSERVICES.COM	Undetermined	July 28, 2018	\$ -
216	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	KNIGHTFISHINGSERVICES.INFO	Undetermined	October 2, 2017	\$ -

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Contract #	Counterparty	Debtor	Title of Contract	Type of Lease/Contract	Description/Contract ID Number	Beginning Date	Ending Date	Cure Amount
217	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	KNIGHTFISHINGSERVICES.MOBI	Undetermined	October 2, 2017	\$ -
218	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	KNIGHTFISHINGSERVICES.NET	Undetermined	October 2, 2017	\$ -
219	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	KNIGHTFISHINGSERVICES.ORG	Undetermined	October 2, 2017	\$ -
220	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	KNIGHTFISHINGSERVICES.US	Undetermined	October 1, 2017	\$ -
221	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	KNIGHTMANUFACTURING.BIZ	Undetermined	October 1, 2017	\$ -
222	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	KNIGHTMANUFACTURING.INFO	Undetermined	October 2, 2017	\$ -
223	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	KNIGHTMANUFACTURING.MOBI	Undetermined	October 2, 2017	\$ -
224	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	KNIGHTMANUFACTURING.NET	Undetermined	October 2, 2017	\$ -
225	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	KNIGHTMANUFACTURING.ORG	Undetermined	October 2, 2017	\$ -
226	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	KNIGHTMANUFACTURING.US	Undetermined	October 1, 2017	\$ -
227	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	KNIGHTMANUFACTURING.C.BIZ	Undetermined	October 1, 2017	\$ -
228	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	KNIGHTMANUFACTURING.C.INFO	Undetermined	October 2, 2017	\$ -
229	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	KNIGHTMANUFACTURING.C.MOBI	Undetermined	October 2, 2017	\$ -
230	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	KNIGHTMANUFACTURING.C.NET	Undetermined	October 2, 2017	\$ -
231	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	KNIGHTMANUFACTURING.C.ORG	Undetermined	October 2, 2017	\$ -
232	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	KNIGHTMANUFACTURING.C.US	Undetermined	October 1, 2017	\$ -
233	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	KNIGHTOILTOOLS.BIZ	Undetermined	September 26, 2017	\$ -
234	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	KNIGHTOILTOOLS.COM	Undetermined	February 16, 2024	\$ -
235	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	KNIGHTOILTOOLS.INFO	Undetermined	September 27, 2017	\$ -
236	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	KNIGHTOILTOOLS.MOBI	Undetermined	September 27, 2017	\$ -
237	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	KNIGHTOILTOOLS.ORG	Undetermined	September 27, 2017	\$ -
238	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	KNIGHTOILTOOLS.US	Undetermined	September 26, 2017	\$ -
239	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	KNIGHTOILTOOLS.C.BIZ	Undetermined	June 1, 2018	\$ -
240	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	KNIGHTOILTOOLS.C.INFO	Undetermined	October 1, 2017	\$ -
241	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	KNIGHTOILTOOLS.C.MOBI	Undetermined	October 2, 2017	\$ -
242	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	KNIGHTOILTOOLS.C.ORG	Undetermined	October 2, 2017	\$ -
243	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	KNIGHTOILTOOLS.C.US	Undetermined	October 2, 2017	\$ -
244	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	KNIGHTOILTOOLS.C.BIZ	Undetermined	October 2, 2017	\$ -
245	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	KNIGHTOILTOOLS.C.INFO	Undetermined	October 1, 2017	\$ -
246	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	KNIGHTOILTOOLS.C.MOBI	Undetermined	October 1, 2017	\$ -
247	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	KNIGHTOILTOOLS.C.ORG	Undetermined	October 2, 2017	\$ -
248	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	KNIGHTOILTOOLS.C.US	Undetermined	October 2, 2017	\$ -
249	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	KNIGHTOILTOOLS.C.BIZ	Undetermined	October 2, 2017	\$ -
250	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	KNIGHTOILTOOLS.C.INFO	Undetermined	October 2, 2017	\$ -
251	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	KNIGHTOILTOOLS.C.MOBI	Undetermined	October 2, 2017	\$ -
252	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	KNIGHTOILTOOLS.C.ORG	Undetermined	October 1, 2017	\$ -
253	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	KNIGHTOILTOOLS.C.US	Undetermined	October 1, 2017	\$ -
254	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	KNIGHTOILTOOLS.C.BIZ	Undetermined	October 1, 2017	\$ -
255	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	KNIGHTOILTOOLS.C.INFO	Undetermined	October 1, 2017	\$ -
256	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	KNIGHTOILTOOLS.C.MOBI	Undetermined	October 1, 2017	\$ -
257	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	KNIGHTOILTOOLS.C.ORG	Undetermined	October 1, 2017	\$ -
258	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	KNIGHTOILTOOLS.C.US	Undetermined	October 1, 2017	\$ -
259	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	KNIGHTOILTOOLS.C.BIZ	Undetermined	October 1, 2017	\$ -
260	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	KNIGHTOILTOOLS.C.INFO	Undetermined	October 1, 2017	\$ -
261	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	KNIGHTOILTOOLS.C.MOBI	Undetermined	October 1, 2017	\$ -
262	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	KNIGHTOILTOOLS.C.ORG	Undetermined	October 1, 2017	\$ -
263	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	KNIGHTOILTOOLS.C.US	Undetermined	October 1, 2017	\$ -
264	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	KNIGHTOILTOOLS.C.BIZ	Undetermined	October 1, 2017	\$ -
265	GoDaddy.com LLC	Knight Oil Tools, LLC	License	Domain Name License	KNIGHTOILTOOLS.C.INFO	Undetermined	October 1, 2017	\$ -

MM AFFIDAVIT EXHIBIT L

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EXHIBIT A

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Contract #	Counterparty	Debtor	Title of Contract	Type of Lease/Contract	Description/Contract ID Number	Beginning Date	Ending Date	Cure Amount
266	GoDaddy.com LLC	Knight Oil Tools, LLC	SSL Certificate	Standard SSL	afariadev.knightoiltools.com	Undetermined	October 28, 2017	\$ -
267	GoDaddy.com LLC	Knight Oil Tools, LLC	SSL Certificate	Standard SSL	da.knightoiltools.com	Undetermined	December 10, 2017	\$ -
268	GoDaddy.com LLC	Knight Oil Tools, LLC	SSL Certificate	Standard SSL	vpn.knightoiltools.com	Undetermined	January 12, 2018	\$ -
269	GoDaddy.com LLC	Knight Oil Tools, LLC	SSL Certificate	Standard SSL	citrix.knightoiltools.com	Undetermined	February 4, 2018	\$ -
270	GoDaddy.com LLC	Knight Oil Tools, LLC	SSL Certificate	Standard UCC SSL Up to 5	spam.knightoiltools.com	Undetermined	February 28, 2018	\$ -
271	GoDaddy.com LLC	Knight Oil Tools, LLC	SSL Certificate	Standard SSL	Storefront.knightoiltools.com	Undetermined	April 25, 2018	\$ -
272	GoDaddy.com LLC	Knight Oil Tools, LLC	SSL Certificate	Standard UCC SSL Up to 10	access.knightoiltools.com	Undetermined	October 10, 2018	\$ -
273	GoDaddy.com LLC	Knight Oil Tools, LLC	SSL Certificate	Standard SSL	afaria.knightoiltools.com	Undetermined	October 10, 2018	\$ -
274	GoDaddy.com LLC	Knight Oil Tools, LLC	SSL Certificate	Standard UCC SSL Up to 5	mail.knightoiltools.com	Undetermined	September 9, 2019	\$ -
275	GoDaddy.com LLC	Knight Oil Tools, LLC	SSL Certificate	Standard SSL	hctiworker.hubeicyironworks.com	Undetermined	September 15, 2019	\$ -
276	GoDaddy.com LLC	Knight Oil Tools, LLC	SSL Certificate	Standard UCC SSL Up to 5	intranet.knightoiltools.com	Undetermined	April 19, 2020	\$ -
277	Green River Cable TV	Knight Oil Tools LLC	Service Agreement	Cable and Internet Services	14906	Undetermined	Month to Month	\$ -
278	HealthEquity	Knight Oil Tools, LLC	Health Savings Account Agreement	Health Savings Account Agreement	Administrative Services	April 24, 2015	Undetermined	\$ -
279	HID Global	Knight Oil Tool, LLC	Software License	Software License	ASURE ID ENTERPRISE 7.3	Undetermined	Undetermined	\$ -
280	HM Life Insurance Company	Knight Oil Tools, LLC	Stop Loss Insurance Policy	Stop Loss Insurance Policy	HG0984	January 1, 2017	December 31, 2017	\$ -
281	Homeland Insurance Company of New York	Knight Energy Holdings, LLC	Private Company Management Liability Company	Management Liability Policy	MM-L-07966-17	March 31, 2017	March 31, 2018	\$ -
282	HYG Financial Services, Inc.	Knight Energy Holdings, LLC	Master Lease Agreement	Master Lease Agreement	Hyster Forklift	March 2, 2017	March 2, 2021	\$ -
283	Hymec Ltd	Knight Oil Tools, LLC	Independent Contractor Agreement	Independent Contractor Agreement	Independent Contractor Agreement	January 1, 2017	January 1, 2018	\$ -
284	Hypertherm Inc.	Knight Manufacturing, LLC	Software License	Software License	ProNest 2017	June 2017	June 2018	\$ -
285	Illinois Union Insurance Company (Ace)	Knight Oil Tools, LLC	Commercial Lines Policy	Retention Clash Policy	CLR - G21705925	March 31, 2007	March 31, 2008	\$ -
286	Illinois Union Insurance Company (Ace)	Knight Oil Tools, LLC	Commercial Lines Policy	Retention Clash Policy	CLR - G23741660	March 31, 2008	March 31, 2009	\$ -
287	Illinois Union Insurance Company (Ace)	Knight Oil Tools, LLC	Commercial Lines Policy	Retention Clash Policy	CLR - G24930361	March 31, 2009	March 31, 2010	\$ -
288	Illinois Union Insurance Company (Ace)	Knight Oil Tools, LLC	Commercial Lines Policy	Retention Clash Policy	CLR - G24941565	March 31, 2010	March 31, 2011	\$ -
289	Illinois Union Insurance Company (Ace)	Knight Oil Tools, LLC	Commercial Lines Policy	Retention Clash Policy	CLR - G25528396	March 31, 2011	March 31, 2012	\$ -
290	Illinois Union Insurance Company (Ace)	Knight Oil Tools, LLC	Commercial Lines Policy	Retention Clash Policy	CLR - G27009207	March 31, 2012	March 31, 2013	\$ -
291	Illinois Union Insurance Company (Ace)	Knight Oil Tools, LLC	Commercial Lines Policy	Retention Clash Policy	CLR - G27019742	March 31, 2013	March 31, 2014	\$ -
292	Illinois Union Insurance Company (Ace)	Knight Energy Holdings, LLC	Commercial Lines Policy	Retention Clash Policy	CLR - G27333576	March 31, 2014	March 31, 2015	\$ -
293	Illinois Union Insurance Company (Ace)	Knight Energy Holdings, LLC	Commercial Lines Policy	Retention Clash Policy	CLR - G2739341A	March 31, 2015	March 31, 2016	\$ -
294	Intuit, Inc.	Knight Oil Tool, LLC	Software License	Software License	QUICKBOOKS	Undetermined	Undetermined	\$ -

MM AFFIDAVIT EXHIBIT L

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EXHIBIT A

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Contract #	Counterparty	Debtor	Title of Contract	Type of Lease/Contract	Description/Contract ID Number	Beginning Date	Ending Date	Cure Amount
295	IPFS Corporation	Knight Energy Holdings, LLC	Confidentiality Agreement	Confidentiality Agreement	Confidentiality agreement	March 30, 2016	Undetermined	\$ -
296	Kenneth R. Puch dba Kenneth Puch Construction	Knight Oil Tools, LLC	Commercial Lease Agreement	Real Estate Lease	Properties located at 53341-B Sandy Lane, Kenai, AK 99611 and 42730-B Kenai Spur Hwy, Kenai, AK 99611	December 17, 2017	December 31, 2017	\$ -
297	Kofax Inc.	Knight Oil Tool, LLC	Software License	Software License	KOFAX VRS	Undetermined	Undetermined	\$ -
298	Liberty Mutual Fire Insurance Company	Knight Energy Holdings, LLC	RM Select Policy	Real Property, Personal property, equipment breakdown, and extra expense insurance	YU2-L9L-462295-017	March 31, 2017	March 31, 2018	\$ -
299	Liberty Mutual Fire Insurance Company	Knight Family Enterprises, L.L.C.	RM Select Policy	Real Property, Personal property, equipment breakdown, and extra expense insurance	YU2-L9L-439463-017	March 31, 2017	March 31, 2018	\$ -
300	Liberty Mutual Fire Insurance Company	Knight Energy Holdings, LLC	RM Select Policy	Real Property, Personal property, equipment breakdown, and extra expense insurance	YU2-L9L-462295-027	March 31, 2017	March 31, 2018	\$ -
301	Liberty Mutual Fire Insurance Company	Knight Energy Holdings, LLC	RM Select Policy	Real Property, Personal property, equipment breakdown, and extra expense insurance	YU2-L9L-462295-016	March 31, 2016	March 31, 2017	\$ -
302	Liberty Mutual Fire Insurance Company	Knight Energy Holdings, LLC	RM Select Policy	Real Property, Personal property, equipment breakdown, and extra expense insurance	YU2-L9L-462295-026	March 31, 2016	March 31, 2017	\$ -
303	Liberty Mutual Fire Insurance Company	Knight Energy Holdings, LLC	Commercial Lines Policy	Real Property, Personal property, equipment breakdown, and extra expense insurance	YU2-L9L-439463-016	March 31, 2016	March 31, 2017	\$ -
304	Liberty Mutual Fire Insurance Company	Knight Energy Holdings, LLC	Workers Compensation	Workers Compensation Insurance	WC2-641-444144-026	March 31, 2016	March 31, 2017	\$ -
305	Liberty Mutual Insurance	Knight Energy Holdings, LLC	Confidentiality Agreement	Confidentiality Agreement	Confidentiality agreement	March 25, 2016	Undetermined	\$ -
306	Liberty Mutual Insurance	Knight Energy Holdings, LLC	Commercial Lines Policy	Commercial Auto Coverage	AS2-641-444144-016	March 31, 2016	March 31, 2017	\$ -
307	Life Insurance Company of North America (Cigna)	Knight Oil Tools, LLC	Life Insurance Policy	Life Insurance Policy	FLX-967234	January 1, 2016	December 31, 2017	\$ -
308	Life Insurance Company of North America (Cigna)	Knight Oil Tools, LLC	Short-term Disability Policy	Short-term Disability Policy	LK-751979	January 1, 2016	December 31, 2017	\$ -
309	Life Insurance Company of North America (Cigna)	Knight Oil Tools, LLC	Accidental Death & Dismemberment Life Insurance Policy	Accidental Death & Dismemberment Life Insurance Policy	OK-968745	January 1, 2016	December 31, 2017	\$ -
310	Life Insurance Company of North America (Cigna)	Knight Oil Tools, LLC	Long-term Disability Policy	Long-term Disability Policy	LK-964969	January 1, 2016	December 31, 2017	\$ -
311	Life Insurance Company of North America (Cigna)	Knight Oil Tools, LLC	Agreement for Life Assistance Program Services	Long-term Disability Policy	LK-964969	January 1, 2016	December 31, 2017	\$ -
312	LogMeIn, Inc.	Knight Oil Tools, LLC	Software License	Software License	LogMeIn Software	December 12, 2016	December 31, 2017	\$ 1,499.00
313	LogMeIn, Inc.	Knight Oil Tools, LLC	Software License	Software License	Last Pass Software	March 25, 2017	March 25, 2018	\$ -
314	MALWAREBYTES CORP	Knight Oil Tool, LLC	Software License	Software License	Malware Bytes	Undetermined	Undetermined	\$ 6,228.00
315	Maxum Indemnity Company	Knight Energy Holdings, LLC	Excess Insurance Declarations	Excess Insurance Declarations	MXN-6030772-01	March 31, 2017	March 31, 2018	\$ -

MM AFFIDAVIT EXHIBIT L

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EXHIBIT A

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Contract #	Counterparty	Debtor	Title of Contract	Type of Lease/Contract	Description/Contract ID Number	Beginning Date	Ending Date	Cure Amount
316	Maxum Indemnity Company	HMC Leasing, LLC	Excess Insurance Declarations	Excess Insurance Declarations	MXN-6030772-01	March 31, 2017	March 31, 2018	\$ -
317	Maxum Indemnity Company	Knight Family Enterprises, L.L.C.	Excess Insurance Declarations	Excess Insurance Declarations	MXN-6030772-01	March 31, 2017	March 31, 2018	\$ -
318	McAfee	Knight Oil Tool, LLC	Software License	Software License	McAfee	Undetermined	Undetermined	\$ -
319	Metal One America, Inc	Knight Manufacturing, LLC	Warehouse Agreement	Warehouse Agreement	Storage Agreement	Undetermined	Undetermined	\$ -
320	Microsoft Corporation	Knight Energy Holdings LLC	Master Products and Services Agreement	Software License	Volume Licensing Agreement	June 30, 2016	Undetermined	\$ -
321	Microsoft Corporation	Knight Energy Holdings LLC	Enterprise Agreement (EA)	Software License	Windows Enterprise	April 22, 2013	Undetermined	\$ -
322	Microsoft Corporation	Knight Energy Holdings LLC	Enterprise Agreement (EA)	Software License	Office Professional	April 22, 2013	Undetermined	\$ -
323	Microsoft Corporation	Knight Energy Holdings LLC	Enterprise Agreement (EA)	Software License	Project Standard	April 22, 2013	Undetermined	\$ -
324	Microsoft Corporation	Knight Energy Holdings LLC	Enterprise Agreement (EA)	Software License	Visio Standard	April 22, 2013	Undetermined	\$ -
325	Microsoft Corporation	Knight Energy Holdings LLC	Enterprise Agreement (EA)	Software License	Visio Professional	April 22, 2013	Undetermined	\$ -
326	Microsoft Corporation	Knight Energy Holdings LLC	Enterprise Agreement (EA)	Software License	Visual Studio Enterprise with MSDN	April 22, 2013	Undetermined	\$ -
327	Microsoft Corporation	Knight Energy Holdings LLC	Enterprise Agreement (EA)	Software License	Visual Studio Professional with MSDN	April 22, 2013	Undetermined	\$ -
328	Microsoft Corporation	Knight Energy Holdings LLC	Enterprise Agreement (EA)	Software License	CORE CAL Suite (Exchange, Lync, SharePoint, System Center Configuration Manager, System Center Endpoint Protection, Windows Server)	April 22, 2013	Undetermined	\$ -
329	Microsoft Corporation	Knight Energy Holdings LLC	Enterprise Agreement (EA)	Software License	Windows Remote Desktop Services - User CAL	April 22, 2013	Undetermined	\$ -
330	Microsoft Corporation	Knight Energy Holdings LLC	Enterprise Agreement (EA)	Software License	System Center Client Management Suite	April 22, 2013	Undetermined	\$ -
331	Microsoft Corporation	Knight Energy Holdings LLC	Enterprise Agreement (EA)	Software License	Lync Server Enterprise - Device CAL	April 22, 2013	Undetermined	\$ -
332	Microsoft Corporation	Knight Energy Holdings LLC	Enterprise Agreement (EA)	Software License	Exchange Server Enterprise CAL - User CAL	April 22, 2013	Undetermined	\$ -
333	Microsoft Corporation	Knight Energy Holdings LLC	Enterprise Agreement (EA)	Software License	SharePoint Server Enterprise CAL - User CAL	April 22, 2013	Undetermined	\$ -
334	Microsoft Corporation	Knight Energy Holdings LLC	Enterprise Agreement (EA)	Software License	Windows Server - Standard	April 22, 2013	Undetermined	\$ -
335	Microsoft Corporation	Knight Energy Holdings LLC	Enterprise Agreement (EA)	Software License	Windows Server Datacenter	April 22, 2013	Undetermined	\$ -
336	Microsoft Corporation	Knight Energy Holdings LLC	Enterprise Agreement (EA)	Software License	SQL Server Standard - Core License	April 22, 2013	Undetermined	\$ -
337	Microsoft Corporation	Knight Energy Holdings LLC	Enterprise Agreement (EA)	Software License	SQL Server Enterprise - Core License	April 22, 2013	Undetermined	\$ -
338	Microsoft Corporation	Knight Energy Holdings LLC	Enterprise Agreement (EA)	Software License	Exchange Server - Standard	April 22, 2013	Undetermined	\$ -
339	Microsoft Corporation	Knight Energy Holdings LLC	Enterprise Agreement (EA)	Software License	SharePoint Server	April 22, 2013	Undetermined	\$ -
340	Microsoft Corporation	Knight Energy Holdings LLC	Enterprise Agreement (EA)	Software License	Skype for Business Server	April 22, 2013	Undetermined	\$ -

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Contract #	Counterparty	Debtor	Title of Contract	Type of Lease/Contract	Description/Contract ID Number	Beginning Date	Ending Date	Cure Amount
341	Microsoft Corporation	Knight Energy Holdings LLC	Enterprise Agreement (EA)	Software License	System Center Standard	April 22, 2013	Undetermined	\$ -
342	Microsoft Corporation	Knight Energy Holdings LLC	Enterprise Agreement (EA)	Software License	System Center DataCenter	April 22, 2013	Undetermined	\$ -
343	Microsoft Corporation	Knight Energy Holdings LLC	Select Plus Agreement	Software License	Windows Enterprise - Shared	June 25, 2013	Undetermined	\$ -
344	Microsoft Corporation	Knight Energy Holdings LLC	Select Plus Agreement	Software License	Windows Server - Device CAL	June 25, 2013	Undetermined	\$ -
345	Microsoft Corporation	Knight Energy Holdings LLC	Select Plus Agreement	Software License	Office Standard	June 25, 2013	Undetermined	\$ -
346	Mitel Neisolutions Inc.	Knight Oil Tool, LLC	Software License	Software License	Phone System Software	Undetermined	Undetermined	\$ -
347	National Union Fire Insurance Company of Pittsburgh, PA	Knight Energy Holdings, LLC	Confidentiality Agreement	Confidentiality Agreement	Confidentiality agreement	March 28, 2016	Undetermined	\$ -
348	Nemont Communications Inc.	Knight Oil Tools LLC	Service Agreement	Telecom Services	7378400	October 14, 2013	Month to Month	\$ -
349	Nemont Communications Inc.	Knight Manufacturing, LLC	Service Agreement	Telecom Services	7478900	Undetermined	Month to Month	\$ -
350	Nemont Communications Inc.	Knight Oil Tools LLC	Service Agreement	Internet Services	8857200	October 14, 2013	Month to Month	\$ -
351	New Tech Systems Inc.	Knight Oil Tool, LLC	Software License	Software License	Vedq	Undetermined	Undetermined	\$ -
352	Northwest Communications Coop	Knight Oil Tools LLC	Service Agreement	Internet Services	1487800	Undetermined	Month to Month	\$ -
353	Nuance Communications Inc.	Knight Oil Tool, LLC	Software License	Software License	SCANSOFT PDF CONVERTER	Undetermined	Undetermined	\$ -
354	Oasis Petroleum North America LLC	HMC Leasing, LLC	Paid Up Oil and Gas Lease	Paid Up Oil and Gas Lease	City of Williston, Original Townsite Lots 1, 2, 3, 4 Block 26 in County of Williams, State of North Dakota	September 19, 2014	September 19, 2018	\$ -
355	Open Systems, Inc.	Knight Oil Tool, LLC	Software License	Software License	Traverse	Undetermined	Undetermined	\$ -
356	Paessler AG	Knight Oil Tool, LLC	Software License	Software License	PRTG Network Monitor	Undetermined	Undetermined	\$ -
357	Philadelphia Insurance Companies	El Caballero Ranch, Inc.	Commercial Lines Policy	Commercial Lines Policy	PHPK1607493	March 31, 2017	March 31, 2018	\$ -
358	Philadelphia Insurance Companies	El Caballero Ranch, Inc.	Commercial Lines Policy	Commercial Lines Policy	PHPK1450419	March 31, 2016	March 31, 2017	\$ -
359	Pitney Bowes Inc.	Knight Oil Tools, LLC	Lease Agreement	Postage Meter Lease Agreement - Lessee	Postage Meter Lease Agreement	June 22, 2017	June 21, 2021	\$ -
360	PNC Bank, National Association	Knight Oil Tools, LLC	Agency Agreement	401(k) Plan	Plan Administrator	July 10, 2017	Undetermined	\$ -
361	Poirier Group LLC	Knight Energy Holdings, LLC	Confidentiality Agreement	Confidentiality Agreement	Confidentiality agreement	March 24, 2016	Undetermined	\$ -
362	Property Boulevard Inc.	HMC Leasing LLC	Software License	Software License	Property Boulevard	Undetermined	Undetermined	\$ -
363	Provisio LLC	Knight Oil Tool, LLC	Software License	Software License	PROVISIO SITEKIOSK BASIC	Undetermined	Undetermined	\$ -
364	ResortQuest Real Estate	HMC Leasing, LLC	Exclusive Right of Sale Listing Agreement	Real Estate Sale Listing Agreement	"Seaside Property" - 2288 E Co Hwy. 30A Santa Rosa Beach FL 32459	May 26, 2017	February 26, 2018	\$ -
365	Roberts Armynage & Partners	Knight Energy Holdings, LLC	MRC Slip	Marine Cargo and Equipment Insurance	B1368E170737	March 31, 2017	March 31, 2018	\$ -
366	Roberts Armynage & Partners	Knight Energy Holdings, LLC	Commercial Lines Policy	Excess Liabilities Insurance	B1368E160527	March 31, 2016	March 31, 2017	\$ -
367	Rockwell Automation Inc.	Knight Oil Tool, LLC	Software License	Software License	ROCKWELL RSLINX CLASSIC SINGLE NODE PLC SOFTWARE	Undetermined	Undetermined	\$ -
368	S&P Global Platts	Knight Oil Tools, LLC	Master Subscription Agreement	Technology License Agreement	Technology License Agreement	April 26, 2017	April 26, 2018	\$ 8,750.00
369	Scan Systems Corp	Tri Drill LLC	Software License	Software License	TDSW	Undetermined	Undetermined	\$ 1,200.00

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Contract #	Counterparty	Debtor	Title of Contract	Type of Lease/Contract	Description/Contract ID Number	Beginning Date	Ending Date	Cure Amount
370	Smart Technologies Corporation	Knight Oil Tool, LLC	Software License	Software License	SMART MEETING PRO (ROOM EDITION)	Undetermined	Undetermined	\$ -
371	Software Pursuits Inc.	Knight Oil Tools, LLC	Software Upgrade and Support Plan	Software Upgrade and Support Plan	SureSync Pro Software	November 2016	November 2017	\$ 25,75
372	Solarwinds Inc.	Knight Oil Tool, LLC	Software License	Software License	WebHelpDesk	Undetermined	Undetermined	\$ -
373	Solarwinds Inc.	Knight Oil Tool, LLC	Software License	Software License	DAMWARE MINI REMOTE CONTROL DMR25	Undetermined	Undetermined	\$ -
374	StarNet Insurance Company	Knight Energy Holdings, LLC	Commercial Lines Policy	Commercial Auto Coverage	ECA 3139176 - 10	March 31, 2017	March 31, 2018	\$ -
375	Sweetwater Cable TV	Knight Oil Tools LLC	Service Agreement	Internet Services	17427	Undetermined	Month to Month	\$ -
376	Tableau Software	Knight Oil Tool, LLC	Software License	Software License	TABLEAU DESKTOP	Undetermined	Undetermined	\$ -
377	TechSmith Corporation	Knight Oil Tool, LLC	Software License	Software License	CAMTASIA STUDIO	Undetermined	Undetermined	\$ -
378	TechSmith Corporation	Knight Oil Tool, LLC	Software License	Software License	SNAGIT VERSION 7.1	Undetermined	Undetermined	\$ -
379	The First National Bank of Jeannerette	Knight Energy Holdings, LLC	Business Loan Agreement	Business Loan Agreement	Business Loan Agreement	March 30, 3017	January 31, 2018	\$ -
380	The Ultimate Software Group Inc.	Knight Oil Tools, LLC	Intersourcing Service Model Agreement	Software License	UltiPro Software License and Support	July 1, 2017	July 1, 2018	\$ -
381	Total Administrative Services Corporation	Knight Oil Tools, LLC	Service Level Agreement	Service Level Agreement	Flex Spending and COBRA	Undetermined	Undetermined	\$ -
382	Total Administrative Services Corporation	Knight Oil Tools, LLC	Business Associate Agreement	Business Associate Agreement	Flex Spending and COBRA	Undetermined	Undetermined	\$ -
383	Travelers Casualty and Surety Company of America	Knight Energy Holdings, LLC	Confidentiality Agreement	Confidentiality Agreement	Confidentiality agreement	March 4, 2016	Undetermined	\$ -
384	Tri-State Tools & Inspection, LLC	Knight Oil Tools, LLC	Bill of Sale, Assignment and Assumption Agreement	Bill of Sale, Assignment and Assumption Agreement	Bill of Sale, Assignment and Assumption Agreement	July 2, 2012	Undetermined	\$ -
385	Tri-State Tools & Inspection, LLC	Tri-Drill, LLC	Bill of Sale, Assignment and Assumption Agreement	Bill of Sale, Assignment and Assumption Agreement	Bill of Sale, Assignment and Assumption Agreement	July 2, 2012	Undetermined	\$ -
386	Tri-State Tools & Inspection, LLC	Knight Oil Tools, LLC	Asset Purchase Agreement and Amendments	Asset Purchase Agreement and Amendments	Asset Purchase Agreement and Amendments	June 25, 2012	Undetermined	\$ -
387	Tri-State Tools & Inspection, LLC	Tri-Drill, LLC	Asset Purchase Agreement and Amendments	Asset Purchase Agreement and Amendments	Asset Purchase Agreement and Amendments	June 25, 2012	Undetermined	\$ -
388	Verizon Wireless	Knight Oil Tools LLC	Verizon Wireless Entity Agreement	Wireless Phone Services	913354657-001	December 27, 2011	Month to Month	\$ -
389	Verizon Wireless	Knight Oil Tools LLC	Verizon Wireless Entity Agreement	Wireless Phone Services	913354657-001	December 27, 2011	June 16, 2019	\$ -
390	Verizon Wireless	Knight Oil Tools LLC	Verizon Wireless Entity Agreement	Wireless Phone Services	913354657-001	December 27, 2011	June 20, 2019	\$ -
391	VMware Inc.	Knight Oil Tools, LLC	Software License	Software License	VMWare Vsphere Enterprise License and Support	July 28, 2017	August 21, 2018	\$ 246,41
392	Wellbore Fishing & Rental Tools, LLC	Knight Oil Tools, LLC	Master Subrental Agreement	Service Agreement	Equipment Rental	March 26, 2014	Month to Month	\$ -
393	WinShuttle LLC	Knight Oil Tool, LLC	Software License	Software License	WINSHUTTLE RUNNER	Undetermined	Undetermined	\$ -
394	WinShuttle LLC	Knight Oil Tool, LLC	Software License	Software License	WINSHUTTLE TRANSACTION	Undetermined	Undetermined	\$ -
395	Wonderware	Knight Oil Tool, LLC	Software License	Software License	WONDERWARE INDUOSOFT WEB STUDIO DEVELOPER LICENSE	Undetermined	Undetermined	\$ -
								\$ 31,364.34

MM AFFIDAVIT EXHIBIT L

* All of the above listed Executory Contracts and Unexpired Leases shall be assumed in their entirety, including any amendments, modifications, supplements, or sub-parts thereto.

14

IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA

AIG SPECIALTY INSURANCE
COMPANY (f/k/a CHARTIS
SPECIALTY INSURANCE COMPANY)

VS.

KNIGHT OIL TOOLS, INC.

§ CIVIL ACTION NO. 6:21-CV-041919
§
§
§ JUDGE ROBERT R SUMMERHAYS
§
§
§
§ MAGISTRATE CAROL B WHITEHURST

MORRIS
AFFIDAVIT
EXHIBIT M

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF LOUISIANA
LAFAYETTE DIVISION

IN RE:

KNIGHT ENERGY HOLDINGS, LLC, *ET AL.*¹

DEBTORS

CASE NO. 17-51014

(JOINTLY ADMINISTERED)

CHAPTER 11

JUDGE ROBERT SUMMERHAYS

**OBJECTION TO PROOFS OF CLAIM NUMBERS 129 (CASE NO. 17-51014)
AND 14 (CASE NO. 17-51027) FILED BY AIG PROPERTY CASUALTY, INC.**

NOW INTO COURT, through undersigned counsel, Knight Energy Holdings, LLC (“KEH”); Knight Oil Tools, LLC; Knight Manufacturing, LLC; KDCC, LLC, f/k/a Knight Well Services, LLC; Tri-Drill, LLC; Advanced Safety & Training Management, LLC; Knight Security, LLC; Knight Information Systems, LLC; El Caballero Ranch, Inc.; Rayne Properties, LLC; Knight Aviation, LLC; Knight Research & Development, LLC; Knight Family Enterprises, LLC; HMC Leasing, LLC (“HMC”); and HMC Investments, LLC, as reorganized debtors, (collectively, “Debtors”), and, pursuant to Rule 3007 of the Federal Rules of Bankruptcy Procedure, file this Objection (the “Objection”) to Proof of Claim Number 129 filed against Knight Energy Holdings, LLC in Case No. 17-51014 and Proof of Claim Number 14 filed

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are Knight Energy Holdings, LLC (1930) (Case No. 17-51014); Knight Oil Tools, LLC (2667) (Case No. 17-51015); Knight Manufacturing, LLC (0600) (Case No. 17-51016); KDCC, LLC, f/k/a Knight Well Services, LLC (4156) (Case No. 17-51017); Tri-Drill, LLC (4957) (Case No. 17-51018); Advanced Safety & Training Management, LLC, (0510) (Case No. 17-51019); Knight Security, LLC (0923) (Case No. 17-51020); Knight Information Systems, LLC (9787) (Case No. 17-51021); El Caballero Ranch, Inc. (7345) (Case No. 17-51022); Rayne Properties, LLC (7235) (Case No. 17-51023); Knight Aviation, LLC (3329) (Case No. 17-51024); Knight Research & Development, LLC (3760) (Case No. 17-51025); Knight Family Enterprises, LLC (7190) (Case No. 17-51026); HMC Leasing, LLC (0814) (Case No. 17-51027) and HMC Investments, LLC (8254) (Case No. 17-51029). The Debtors' service address is 2727 SE Evangeline Thruway, Lafayette, Louisiana 70508 other than Knight Manufacturing, LLC and Advanced Safety & Training Management, LLC. Knight Manufacturing, LLC's service address is 2810-A Melancon Road, Broussard, Louisiana 70518 and Advanced Safety & Training Management, LLC's service address is 2725 SE Evangeline Thruway, Lafayette, Louisiana 70508.

against HMC Leasing, LLC in Case No. 17-51027 (collectively, the “Claims”) by AIG Property Casualty, Inc. and its affiliates (“AIG”), and in support thereof, state as follows:

FACTS AND PROCEDURAL HISTORY

1. On June 8, 2017, the Debtors filed voluntary petitions under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §101, *et seq.* with this Court.

2. The Debtors’ Chapter 11 cases have been jointly administered and consolidated for procedural purposes under the lead case KEH, case number 17-51014.

3. On September 21, 2017, AIG filed the Claims, asserting unsecured claims in an undetermined amount based on certain insurance services provided to KEH and HMC. The Claims are “protective” proofs of claim based on amounts owed that are related to certain insurance policies between the Debtors and AIG (“AIG Policies”).

4. On November 6, 2017, the Debtors filed the *Notice of Assumption of Executory Contracts and Unexpired Leases and Proposed Cure Costs for Such Executory Contracts and Unexpired Leases Pursuant to Debtors’ Joint Chapter 11 Plan of Reorganization as of October 17, 2017 [P-147]* [Dkt. No. 488] (the “Assumption Notice”), listing the AIG Policies as executory contracts to be assumed under the *Joint Chapter 11 Plan of Reorganization as of November 29, 2017 [P-573]* (hereinafter referred to as the “Plan”)².

5. On December 1, 2017, this Court entered an order (the “Confirmation Order”) [P-576] confirming the Plan. The Plan became effective on December 12, 2017 [P-589] (the “Effective Date”).

6. Pursuant to Article V(D) of the Plan, upon the occurrence of the Effective Date, all Insurance Policies were deemed accepted in their entirety.

² Capitalized terms not defined herein are as defined in the Plan.

7. Pursuant to the Assumption Notice and the Plan, the Debtors assumed the AIG Policies.

RELIEF REQUESTED

8. Out of an abundance of caution³, by this Objection, the Debtors request that the Court enter an order disallowing the Claims in their entirety.

BASIS FOR OBJECTION

9. The Claims filed by AIG were protective proofs of claim. The Debtors assumed the AIG Policies under the Plan; therefore, there is no liability associated with any of these claims. Additionally, the Debtors are current with respect to the premiums and other related costs associated with the AIG Policies.

10. For the foregoing reason, the Debtors object to the Claims, and request that this Court enter an order disallowing and expunging the Claims.

RESERVATION OF RIGHT

11. This Objection is limited to the grounds stated herein. Accordingly, it is without prejudice to the rights of the Debtors or any other party in interest to object to the Claims on any grounds whatsoever and the Debtors expressly reserve all further substantive or procedural objections they may have. Nothing contained herein should be construed as: (a) an admission as to the validity of all or any portion of a prepetition claim against any Debtor, except to the extent described in the Debtors' schedules; (b) a waiver of any party's right to dispute any prepetition

³ The Assumption Notice provides:

Any and all Proofs of Claim...based upon any of the Executory Contracts...that have been assumed in the Chapter 11 Cases...shall be deemed disallowed and expunged as of the Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Bankruptcy Court.

See Assumption Notice p. 4.

claim on any grounds; (c) a promise or requirement to pay any prepetition claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Objection or any order granting the relief this objection requests; (e) a request or authorization to assume any prepetition agreement, contract, or lease under Section 365 of the Bankruptcy Code; or (f) a waiver of the Debtors' rights under the Bankruptcy Code or any other applicable law.

NOTICE

12. The Debtors have served a copy of this Objection on (i) the Office of the United States Trustee, (ii) AIG Property Casualty, Inc. and/or its counsel, and (iii) any parties entitled to notice pursuant to *Order Limiting Notice* [Dkt. No. 46]. The Debtors submit that notice of this Objection is sufficient under Bankruptcy Rule 3007 and that no further notice is necessary.

WHEREFORE, the Debtors respectfully request that the Court enter an Order disallowing and expunging Proof of Claim Number 129 filed against Knight Energy Holdings, LLC in Case No. 17-51014 and Proof of Claim Number 14 filed against HMC Leasing, LLC in Case No. 17-51027 by AIG Property Casualty, Inc., and granting such other further relief to which they may be entitled.

Dated: April 11, 2018.

Respectfully submitted,

/s/ Tristan E. Manthey

William H. Patrick, III (La. Bar No. 10359)

Tristan E. Manthey, (La. Bar No. 24539)

Cherie Dessauer Nobles, (La. Bar No. 30476)

Heller, Draper, Patrick, Horn & Manthey, L.L.C.

650 Poydras Street, Suite 2500

New Orleans, Louisiana 70130-6175

Telephone: 504-299-3300 // Fax: 504-299-3399

Counsel for Debtors

IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA

AIG SPECIALTY INSURANCE
COMPANY (f/k/a CHARTIS
SPECIALTY INSURANCE COMPANY)

VS.

KNIGHT OIL TOOLS, INC.

§ CIVIL ACTION NO. 6:21-CV-041919
§
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§ JUDGE ROBERT R SUMMERHAYS
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§ MAGISTRATE CAROL B WHITEHURST

MORRIS
AFFIDAVIT
EXHIBIT N

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REPORTER'S RECORD

FILED IN
10th COURT OF APPEALS
WACO, TEXAS

Volume 1 of 10

12/12/2018 7:21:00 AM

SHARRI ROESSLER
Court of Appeals No. 10-18-00284-CV Clerk

Trial Court Cause No. 0-10-498

RIPPY OIL COMPANY * IN THE DISTRICT COURT
RIPPY INTEREST, L.L.C. *
THE GENECOV GROUP, INC. *
AND JOHN D. PROCTOR *
VS. * OF LEON COUNTY, TEXAS
KNIGHT OIL TOOLS, INC. *
AND PIONEER DRILLING *
COMPANY * 278TH JUDICIAL DISTRICT

* * * * *

MASTER CHRONOLOGICAL INDEX

And

ALPHABETICAL WITNESS INDEX

May 1, 2, 3, 4, 7, 8, 9 and 10, 2018

* * * * *

SHERRY STEPHENS, C.S.R.

MM AFFIDAVIT EXHIBIT N

1	<u>MASTER INDEX</u>	
2		<u>PAGE</u>
3	<u>VOLUME 2 OF 10, MAY 1, 2018</u>	
4	Jury Voir Dire	
5	Plaintiff's Attorney (Tekell)	40
6	Defendant's Attorney (Donato)	83
7	Jury Empanelled	121
8	Plaintiff's Opening Statement (Slusser)	129
9	Defendant's Opening Statement (Donato)	153
10	<u>VOLUME 3 OF 10, MAY 2, 2018</u>	
11	<u>Plaintiff's Witnesses</u>	
12	CHARLES GLEN RIPPY	
13	Direct Examination (Slusser)	8
14	Plaintiff's Exhibit No. 1 admitted	10
15	Plaintiff's Exhibit No. 2 admitted	89
16	Plaintiff's Exhibit No. 3 admitted	89
17	Plaintiff's Exhibit No. 4 admitted	89
18	Plaintiff's Exhibit No. 5 admitted	89
19	Plaintiff's Exhibit No. 6 admitted	89
20	Plaintiff's Exhibit No. 7 admitted	135
21	Plaintiff's Exhibit No. 8 admitted	135
22	Plaintiff's Exhibit No. 9 admitted	137
23	Plaintiff's Exhibit No. 11 admitted	143
24	Plaintiff's Exhibit No. 12 admitted	143
25	Plaintiff's Exhibit No. 13 admitted	143

SHERRY STEPHENS, C.S.R.

MM AFFIDAVIT EXHIBIT N

1	<u>MASTER INDEX - PAGE 2</u>	
2		PAGE
3	<u>Volume 3 of 10 (cont.)</u>	
4	Plaintiff's Exhibit No. 14 admitted	143
5	Plaintiff's Exhibit No. 15 admitted	143
6	Plaintiff's Exhibit No. 22 admitted	115
7	Plaintiff's Exhibit No. 23 admitted	44
8	Plaintiff's Exhibit No. 24 admitted	39
9	Plaintiff's Exhibit No. 35 admitted	16
10	Plaintiff's Exhibit No. 36 admitted	152
11	Plaintiff's Exhibit No. 37 admitted	152
12	Plaintiff's Exhibit No. 38 admitted	152
13	Cross-Examination (Sunosky)	161
14	Defendant's Exhibit No. 14 admitted	216
15	Defendant's Exhibit No. 15 admitted	217
16	Defendant's Exhibit No. 111 admitted	182
17	Defendant's Exhibit No. 115 admitted	188
18	<u>VOLUME 4 OF 10, MAY 3, 2018</u>	
19	<u>Plaintiff's Witnesses</u>	
20	Plaintiff's Exhibit No. 16 admitted	4
21	Plaintiff's Exhibit No. 17 admitted	4
22	Plaintiff's Exhibit No. 18 admitted	4
23	Plaintiff's Exhibit No. 20 admitted	4
24	Plaintiff's Exhibit No. 21 admitted	4
25	Plaintiff's Exhibit No. 39 admitted	4

SHERRY STEPHENS, C.S.R.

MM AFFIDAVIT EXHIBIT N

1	<u>MASTER INDEX - PAGE 3</u>	
2		PAGE
3	<u>Volume 4 of 10, May 3, 2018 (cont.)</u>	
4	Defendant's Exhibit No. 13 admitted	4
5	Defendant's Exhibit No. 22 admitted	4
6	Defendant's Exhibit No. 23 admitted	4
7	Defendant's Exhibit No. 60 admitted	4
8	Defendant's Exhibit No. 64 admitted	4
9	Defendant's Exhibit No. 76 admitted	4
10	Defendant's Exhibit No. 85 admitted	4
11	Defendant's Exhibit No. 127 admitted	4
12	Defendant's Exhibit No. 130 admitted	4
13	CHARLES RIPPY (For The Plaintiffs)	
14	Cross-Examination (Sunosky)	8
15	Redirect Examination (Slusser)	83
16	Recross Examination (Sunosky)	109
17	Further Redirect Examination (Slusser)	121
18	Plaintiff's Exhibit No. 26 admitted	124
19	Plaintiff's Exhibit No. 27 admitted	124
20	Plaintiff's Exhibit No. 28 admitted	124
21	Plaintiff's Exhibit No. 29 admitted	124
22	Plaintiff's Exhibit No. 30 admitted	124
23	Plaintiff's Exhibit No. 31 admitted	124
24	Plaintiff's Exhibit No. 32 admitted	124
25	Plaintiff's Exhibit No. 33 admitted	124

SHERRY STEPHENS, C.S.R.

MM AFFIDAVIT EXHIBIT N

1 MASTER INDEX - PAGE 5

2 PAGE

3 Volume 4 of 10, May 3, 2018 (cont.)

4 CHARLES RIPPY (cont.)

5 Cross-Examination (Slusser) 207

6 VOLUME 5 OF 10, MAY 4, 2018

7 Plaintiff's Witnesses

8 Plaintiff's Exhibit No. 40 admitted 16

9 TED BRUNO (For The Plaintiffs)

10 Examination By Deposition 19

11 Plaintiff's Exhibit No. 41 admitted 20

12 HILTON PREJEAN (For The Plaintiffs)

13 Examination By Deposition 82

14 VOLUME 6 OF 10, MAY 7, 2018

15 Defendant's Exhibit No. 1 admitted 21

16 Defendant's Exhibit No. 75 admitted 21

17 Defendant's Exhibit No. 109 admitted 21

18 Defendant's Exhibit No. 118 admitted 21

19 Defendant's Exhibit No. 128 admitted 20

20 Defendant's Exhibit No. 131 admitted 20

21 Defendant's Exhibit No. 132 admitted 21

22 Defendant's Exhibit No. 173 admitted 20

23 Defendant's Exhibit No. 174 admitted 21

24 Defendant's Exhibit No. 175 admitted 20

25 Defendant's Exhibit No. 176 admitted 20

SHERRY STEPHENS, C.S.R.

MM AFFIDAVIT EXHIBIT N

1	<u>MASTER INDEX - PAGE 6</u>	
2		PAGE
3	<u>Volume 6 of 10, May 7, 2018</u>	
4	<u>Plaintiff's Witnesses</u>	
5	HILTON PREJEAN (For The Plaintiffs)	
6	Examination by Deposition	23
7	<u>Defendant's Witnesses</u>	
8	DAVID WATSON (For The Defendants)	
9	Direct Examination (Donato)	69
10	<u>VOLUME 7 OF 10, MAY 8, 2018</u>	
11	Defendant's Exhibit No. 136 admitted	4
12	Defendant's Exhibit No. 179 admitted	4
13	Defendant's Exhibit No. 180 admitted	4
14	Defendant's Exhibit No. 182 admitted	4
15	<u>Defendant's Witnesses</u>	
16	DAVID WATSON (For The Defendant)	
17	Direct Examination (Donato)	5
18	Defendant's Exhibit No. 21 admitted	90
19	Cross-Examination (Slusser)	91
20	Plaintiff's Exhibit No. 42 admitted	93
21	Redirect Examination (Donato)	190
22	Recross Examination (Slusser)	208
23	Further Redirect Examination (Donato)	215
24	Plaintiff's Exhibit No. 110 admitted	216
25		

SHERRY STEPHENS, C.S.R.

MM AFFIDAVIT EXHIBIT N

MASTER INDEX - PAGE 7

PAGE

VOLUME 8 OF 10, MAY 9, 2018

Defendant's Witnesses

DAN ROGERS (For the Defendant)

Direct Examination (Donato) 13

Cross-Examination (Slusser) 91

Redirect Examination (Donato) 114

Defendant's Exhibit No. 180 admitted 117

SCOTT HARDING (For The Defendant)

Direct Examination (Donato) 117

Defendant's Exhibit No. 170 admitted 131

Cross-Examination (Slusser) 142

Redirect Examination (Donato) 143

Plaintiff's Rebuttal Witness

CHARLES RIPPY (For The Plaintiff)

Direct Examination (Slusser) 150

Cross-Examination (Donato) 173

Defendant's Exhibit No. 66 admitted 183

Redirect Examination (Slusser) 194

Recross Examination (Donato) 195

Plaintiffs rest and close 196

Defendants rest and close 196

SHERRY STEPHENS, C.S.R.

MM AFFIDAVIT EXHIBIT N

1	<u>MASTER INDEX - PAGE 8</u>	
2		PAGE
3	<u>VOLUME 9 OF 10, MAY 10, 2018</u>	
4	Objections to the Charge	5
5	Charge of the Court	16
6	Closing Argument (Slusser)	28
7	Closing Argument (Tekell)	47
8	Closing Argument (Donato)	49
9	Closing Argument (Slusser)	89
10	Closing Argument (Tekell)	96
11	Verdict	106

12
13
14
15
16
17
18
19
20
21
22
23
24
25

SHERRY STEPHENS, C.S.R.

MM AFFIDAVIT EXHIBIT N

1	<u>ALPHABETICAL WITNESS INDEX</u>		
2		VOLUME	PAGE
3	TED BRUNO (For the Plaintiffs)		
4	Examination by Deposition	5	19
5	SCOTT HARDING (For the Defendants)		
6	Direct Examination by Donato	8	117
7	Cross-Examination by Slusser	8	142
8	Redirect Examination by Donato	8	143
9	GEORGE HITE (For the Plaintiffs)		
10	Direct Examination by Tekell	4	158
11	Cross-Examination by Sunosky	4	177
12	Redirect Examination by Tekell	4	191
13	CURTIS DALE IGNASIAK (For the Plaintiffs)		
14	Examination by Deposition	4	127
15	GRANT PETERSON (For the Plaintiffs)		
16	Direct Examination by Tekell	4	132
17	Cross-Examination by Donato	4	144
18	HILTON PREJEAN (For the Plaintiffs)		
19	Examination by Deposition	5	82
20	Examination by Deposition	6	23
21	CHARLES GLEN RIPPY (For the Plaintiffs)		
22	Direct Examination by Slusser	3	8
23	Cross-Examination by Sunosky	3	8
24	Cross-Examination by Sunosky (cont.)	4	8
25	Redirect Examination by Slusser	4	83

SHERRY STEPHENS, C.S.R.

MM AFFIDAVIT EXHIBIT N

1	<u>ALPHABETICAL WITNESS INDEX (cont.)</u>		
2		VOLUME	PAGE
3	CHARLES RIPPY (cont.)		
4	Recross Examination By Sunosky	4	109
5	Further Redirect Examination by Slusser	4	121
6	Direct Examination by Slusser	8	150
7	Cross-Examination by Donato	8	173
8	Redirect Examination by Slusser	8	194
9	Recross Examination by Donato	8	195
10	CHARLES RIPPY (For the Defendants)		
11	Direct Examination by Donato	4	194
12	Cross-Examination by Slusser	4	207
13	DANIEL ROGERS (For the Plaintiffs)		
14	Examination by Deposition	4	131
15	DANIEL ROGERS (For the Defendants)		
16	Direct Examination by Donato	8	13
17	Cross-Examination by Slusser	8	91
18	Redirect Examination by Donato	8	114
19	DAVID WATSON (For the Defendants)		
20	Direct Examination by Donato	6	69
21	Direct Examination by Donato (cont.)	7	5
22	Cross-Examination by Slusser	7	91
23	Redirect Examination by Donato	7	190
24	Recross Examination by Slusser	7	208
25	Further Redirect Examination by Donato	7	215

SHERRY STEPHENS, C.S.R.

MM AFFIDAVIT EXHIBIT N

1
2
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SHERRY STEPHENS, C.S.R.

MM AFFIDAVIT EXHIBIT N

IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA

AIG SPECIALTY INSURANCE
COMPANY (f/k/a CHARTIS
SPECIALTY INSURANCE COMPANY)

VS.

KNIGHT OIL TOOLS, INC.

§ CIVIL ACTION NO. 6:21-CV-041919
§
§
§ JUDGE ROBERT R SUMMERHAYS
§
§
§ MAGISTRATE CAROL B WHITEHURST

MORRIS
AFFIDAVIT
EXHIBIT O

CAUSE NO. O-10-498

RIPPY OIL COMPANY, RIPPY
INTEREST LLC, THE GENECOV
GROUP, INC., AND JOHN D.
PROCTOR,

Plaintiffs,

VS.

KNIGHT OIL TOOLS, INC. AND
PIONEER DRILLING COMPANY,

Defendants.

IN THE DISTRICT COURT OF

LEON COUNTY, TEXAS

278th JUDICIAL DISTRICT
FILED
BEVERLY WILSON, DISTRICT CLERK
LEON COUNTY, TEXAS

MAY 10 2018

BY

CHARGE OF COURT

MEMBERS OF THE JURY:

After the closing arguments, you will go to the jury room to decide the case, answer the questions that are attached, and reach a verdict. You may discuss the case with other jurors only when you are all together in the jury room.

Remember my previous instructions: Do not discuss the case with anyone else, either in person or by any other means. Do not do any independent investigation about the case or conduct any research. Do not look up any words in dictionaries or on the Internet. Do not post information about the case on the Internet. Do not share any special knowledge or experiences with the other jurors. Do not use your phone or any other electronic device during your deliberations for any reason. I will give you a number where others may contact you in case of an emergency.

Any notes you have taken are for your own personal use. You may take your notes back into the jury room and consult them during deliberations, but do not show or read your notes to your fellow jurors during your deliberations. Your notes are not evidence. Each of you should rely on your independent recollection of the evidence and not be influenced by the fact that another juror has or has not taken notes.

You must leave your notes with the bailiff when you are not deliberating. The bailiff will give your notes to me promptly after collecting them from you. I will make sure your notes are kept in a safe, secure location and not disclosed to anyone. After you complete your deliberations, the bailiff will collect your notes. When you are released from jury duty, the bailiff will promptly destroy your notes so that nobody can read what you wrote.

Here are the instructions for answering the questions.

1. Do not let bias, prejudice, or sympathy play any part in your decision.
2. Base your answers only on the evidence admitted in court and on the law that is in these instructions and questions. Do not consider or discuss any evidence that was not admitted in the courtroom.
3. You are to make up your own minds about the facts. You are the sole judges of the credibility of the witnesses and the weight to give their testimony. But on matters of law, you must follow all of my instructions.
4. If my instructions use a word in a way that is different from its ordinary meaning, use the meaning I give you, which will be a proper legal definition.
5. All the questions and answers are important. No one should say that any question or answer is not important.
6. Answer "yes" or "no" to all questions unless you are told otherwise. A "yes" answer must be based on a preponderance of the evidence unless you are told otherwise. Whenever a question requires an answer other than "yes" or "no," your answer must be based on a preponderance of the evidence unless you are told otherwise.

The term "preponderance of the evidence" means the greater weight of credible evidence presented in this case. If you do not find that a preponderance of the evidence supports a "yes" answer, then answer "no." A preponderance of the evidence is not measured by the number of witnesses or by the number of documents admitted in evidence. For a fact to be proved by a preponderance of the evidence, you must find that the fact is more likely true than not true.

A fact may be established by direct evidence or by circumstantial evidence or both. A fact is established by direct evidence when proved by documentary evidence or by witnesses who saw the act done or heard the words spoken. A fact is established by circumstantial evidence when it may be fairly and reasonably inferred from other facts proved.

7. Do not decide who you think should win before you answer the questions and then just answer the questions to match your decision. Answer each question carefully without considering who will win. Do not discuss or consider the effect your answers will have.
8. Do not answer questions by drawing straws or by any method of chance.

9. Some questions might ask you for a dollar amount. Do not agree in advance to decide on a dollar amount by adding up each juror's amount and then figuring the average.

10. Do not trade your answers. For example, do not say, "I will answer this question your way if you answer another question my way."

11. Unless otherwise instructed, the answers to the questions must be based on the decision of at least ten of the twelve jurors. The same ten jurors must agree on every answer. Do not agree to be bound by a vote of anything less than ten jurors, even if it would be a majority.

As I have said before, if you do not follow these instructions, you will be guilty of juror misconduct, and I might have to order a new trial and start this process over again. This would waste your time and the parties' money, and would require the taxpayers of this county to pay for another trial. If a juror breaks any of these rules, tell that person to stop and report it to me immediately.

DEFINITIONS

“Occurrence”: in the questions, below “occurrence” means the drill pipe separation that occurred on the Easterling No. 1-H well on May 11, 2010.

“Knight Oil Tools” includes its employees and, Robinson Tubular Services and its employees.

“Rippy Oil Company” includes Rippy Oil Company, and its agents, employees, or consultants, including Leo Wiggins and Larry Elkins.

“Gyrodata” means Gyrodata, and its agents and employees.

QUESTION 1

Did Knight Oil Tools breach the implied warranty of fitness for a particular purpose, and, if so, was such breach a proximate cause of the occurrence in question?

A warranty that the goods are fit for a particular purpose is implied at the time of contracting if -

1. Knight Oil Tools had reason to know the particular purpose for which the drill pipe was required; and
2. Knight Oil Tools had reason to know that Rippy Oil Company was justifiably relying on Knight Oil Tools' skill and judgment to furnish suitable drill pipe.

There is a breach of an implied warranty of fitness for a particular purpose if at the time of lease, the drill pipe supplied by Knight Oil Tools was unfit for the particular purpose for which the drill pipe was leased.

"Proximate cause" means a cause that was a substantial factor in bringing about an occurrence, and without which cause such occurrence would not have occurred. In order to be a proximate cause, the act or omission complained of must be such that a person using ordinary care would have foreseen that the occurrence, or some similar occurrence, might reasonably result therefrom. There may be more than one proximate cause of an occurrence.

Answer "Yes" or "No."

Answer: yes

QUESTION 2

Did Knight Oil Tools make a negligent misrepresentation with respect to the condition of the drill pipe at issue, on which Rippy Oil Company justifiably relied and was the proximate cause of the occurrence in question?

Negligent misrepresentation occurs when—

1. a party makes a representation in the course of his business; and
2. the representation supplies false information for the guidance of others in their business; and
3. the party making the representation did not exercise reasonable care or competence in obtaining or communicating the information.

“Proximate cause” means a cause that was a substantial factor in bringing about an occurrence, and without which cause such occurrence would not have occurred. In order to be a proximate cause, the act or omission complained of must be such that a person using ordinary care would have foreseen that the occurrence, or some similar occurrence, might reasonably result therefrom. There may be more than one proximate cause of an occurrence.

A person may not justifiably rely on a representation if there is information indicating such reliance is unwarranted.

Answer “Yes” or “No.”

Answer: yes

QUESTION 3

Did the negligence, if any, of those named below proximately cause the occurrence in question?

“Negligence” means failure to use ordinary care, that is, failing to do that which a person of ordinary prudence would have done under the same or similar circumstances or doing that which a person of ordinary prudence would not have done under the same or similar circumstances.

“Ordinary care” means that degree of care that would be used by a person of ordinary prudence under the same or similar circumstances.

“Proximate cause” means a cause, unbroken by any new and independent cause, that was a substantial factor in bringing about an occurrence, and without which cause such occurrence would not have occurred. In order to be a proximate cause, the act or omission complained of must be such that a person using ordinary care would have foreseen that occurrence, or some similar occurrence, might reasonably result therefrom. There may be more than one proximate cause of an occurrence.

“New and independent cause” means the act or omission of a separate and independent agency, not reasonably foreseeable, that destroys the causal connection, if any, between the act or omission inquired about and the occurrence in question and thereby becomes the immediate cause of such occurrence.

You are instructed that the occurrence of an accident is not of itself evidence of negligence.

Answer “Yes” or “No” for each of the following:

- | | | |
|----|-------------------|-----------|
| 1. | Rippy Oil Company | <u>NO</u> |
| 2. | Gyrodata | <u>NO</u> |

If you answered "Yes" to Question 1 or 2 and "Yes" to one or more entities in Question 3, then answer the following question. Otherwise, do not answer the following question.

Assign percentages of responsibility only to those you found caused or contributed to cause the occurrence in question. The percentages you find must total 100 percent. The percentages must be expressed in whole numbers. The percentage of responsibility attributable to any one is not necessarily measured by the number of acts or omissions found. The percentage attributable to any one need not be the same percentage attributed to that one in answering another question.

QUESTION 4

For each person you found caused or contributed to cause the occurrence, find the percentage of responsibility attributable to each:

1.	Knight Oil Tools	_____ %
2.	Rippy Oil Company	_____ %
3.	Gyrodata	_____ %
	<i>Total</i>	_____ 100 %

QUESTION 5

Was the Easterling No. 1-H well capable of being reproduced by drilling another well as it existed at the time of the occurrence in question?

Answer "Yes" or "No."

Answer: ND

QUESTION 6

What would have been the reasonable and necessary costs of drilling and equipping the Easterling 2-H well in the condition the Easterling 1-H well was equipped before the occurrence in question less the salvage value?

Do not include in your answer any amount that you find Rippy Oil Company could have avoided by the exercise of reasonable care. Do not add any amount for interest on damages, if any.

Answer separately in dollars and cents for damages, if any:

- a. The reasonable and necessary drilling and equipping costs for the Easterling No. 2-H well.

Answer: 1.5 Million

If you answered "Yes" to Question 1 or 2 as to Knight Oil ^{Tools} ~~Company~~ ^{HER}, then answer the following question. Otherwise, do not answer the following question.

QUESTION 7

What is the reasonable fair market value of the Rippy Oil Company's Easterling 1-H well immediately before the occurrence in question and immediately after the occurrence in question and proximately caused by the occurrence in question?

"Fair market value" means the price a willing seller not obligated to sell can obtain from a willing buyer not obligated to buy. Do not include interest on any amount of damages you find.

Answer each question in dollars and cents, if any.

a. Before the occurrence in question.

Consider only evidence of fair market value immediately prior to the time of the occurrence, not at any time after the occurrence. Do not consider evidence from wells not in the same field and formation as the Easterling No. 1-H well.

Answer: 5.9 Million

b. After the occurrence in question.

Consider only evidence of fair market value immediate after the time of the occurrence. Do not consider evidence from wells not in the same field and formation as the Easterling No. 1-H well.

Answer: 0

QUESTION 8

Did Rippy fail to comply with the parties' Agreement by failing to pay the Invoices?

For the purpose of answering this question, "Invoices" means Knight Oil Tools Invoice Nos. 232983, 233524, 233853, 234340, and 234461.

Answer "Yes" or "No":

Answer: yes

QUESTION 9

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate Knight Oil Tools for its damages, if any, that resulted from such failure to comply?

Consider this measure of damages, and none other, the total amount of the invoices.

Please answer in dollars and cents.

Answer: \$ 361,356.87

Presiding Juror:

1. When you go into the jury room to answer the questions, the first thing you will need to do is choose a presiding juror.
2. The presiding juror has these duties:
 - a. have the complete charge read aloud if it will be helpful to your deliberations;
 - b. preside over your deliberations, meaning manage the discussions, and see that you follow these instructions;
 - c. give written questions or comments to the bailiff who will give them to the judge;
 - d. write down the answers you agree on;
 - e. get the signatures for the verdict certificate; and
 - f. notify the bailiff that you have reached a verdict.

Do you understand the duties of the presiding juror? If you do not, please tell me now.

Instructions for Signing the Verdict Certificate:

1. You may answer the questions on a vote of 10 jurors. The same 10 jurors must agree on every answer in the charge. This means you may not have one group of 10 jurors agree on one answer and a different group of 10 jurors agree on another answer.

2. If 10 jurors agree on every answer, those 10 jurors sign the verdict.

If 11 jurors agree on every answer, those 11 jurors sign the verdict.

If all 12 of you agree on every answer, you are unanimous and only the presiding juror signs the verdict.

3. All jurors should deliberate on every question. You may end up with all 12 of you agreeing on some answers, while only 10 or 11 of you agree on other answers. But when you sign the verdict, only those 10 who agree on every answer will sign the verdict.

Do you understand these instructions? If you do not, please tell me now.


Judge Presiding

VERDICT CERTIFICATE

Check one:

_____ Our verdict is unanimous. All twelve of us have agreed to each and every answer. The presiding juror has signed the certificate for all twelve of us.

Signature of Presiding Juror

Printed Name of Presiding Juror

_____ Our verdict is not unanimous. Eleven of us have agreed to each and every answer and have signed the certificate below.

10 _____ Our verdict is not unanimous. Ten of us have agreed to each and every answer and have signed the certificate below.

	Signature	Name Printed
1.	<u>Jean Davis</u>	<u>Jean Davis</u>
2.	<u>Powell Ward</u>	<u>Powell Ward</u>
3.	<u>Paul Bosse</u>	<u>Paul Bosse</u>
4.	<u>Tomas Clark</u>	<u>Tomas Clark</u>
5.	<u>Margaret Gray</u>	<u>MARGARET GRAY</u>
6.	<u>Tony H Gortalez</u>	<u>Tony H Gortalez</u>
7.	<u>Louisa Hargrave</u>	<u>Louisa Hargrave</u>
8.	<u>Lawrence J Cornett</u>	<u>LAWRENCE J CORNETT</u>
9.	<u>George Pawley</u>	<u>George Pawley</u>
10.	<u>Jacob Holcomb</u>	<u>JACOB HOLCOMB</u>
11.	_____	_____

FILED
BEVERLY WILSON, DISTRICT CLERK
LEON COUNTY, TEXAS

MAY 10 2016

5-10-18
5:50pm

CHARGE OF THE COURT
16

BY

BW

1388

Page

MM AFFIDAVIT EXHIBIT O

IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA

AIG SPECIALTY INSURANCE
COMPANY (f/k/a CHARTIS
SPECIALTY INSURANCE COMPANY)

VS.

KNIGHT OIL TOOLS, INC.

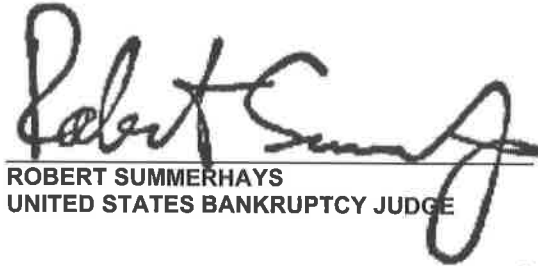
§ CIVIL ACTION NO. 6:21-CV-041919
§
§
§ JUDGE ROBERT R SUMMERHAYS
§
§
§ MAGISTRATE CAROL B WHITEHURST

MORRIS
AFFIDAVIT
EXHIBIT P



SO ORDERED.

SIGNED May 29, 2018.


ROBERT SUMMERHAYS
UNITED STATES BANKRUPTCY JUDGE

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF LOUISIANA
LAFAYETTE DIVISION**

IN RE:

KNIGHT ENERGY HOLDINGS, LLC, *ET AL.*¹

DEBTORS

CASE NO. 17-51014

(JOINTLY ADMINISTERED)

CHAPTER 11

JUDGE ROBERT SUMMERHAYS

**ORDER GRANTING DEBTORS' OBJECTION TO PROOFS OF CLAIM
NUMBERS 129 (CASE NO. 17-51014) AND 14 (CASE NO. 17-51027)
FILED BY AIG PROPERTY CASUALTY, INC.**

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are Knight Energy Holdings, LLC (1930) (Case No. 17-51014); Knight Oil Tools, LLC (2667) (Case No. 17-51015); Knight Manufacturing, LLC (0600) (Case No. 17-51016); KDCC, LLC, f/k/a Knight Well Services, LLC (4156) (Case No. 17-51017); Tri-Drill, LLC (4957) (Case No. 17-51018); Advanced Safety & Training Management, LLC, (0510) (Case No. 17-51019); Knight Security, LLC (0923) (Case No. 17-51020); Knight Information Systems, LLC (9787) (Case No. 17-51021); El Caballero Ranch, Inc. (7345) (Case No. 17-51022); Rayne Properties, LLC (7235) (Case No. 17-51023); Knight Aviation, LLC (3329) (Case No. 17-51024); Knight Research & Development, LLC (3760) (Case No. 17-51025); Knight Family Enterprises, LLC (7190) (Case No. 17-51026); HMC Leasing, LLC (0814) (Case No. 17-51027) and HMC Investments, LLC (8254) (Case No. 17-51029). The Debtors' service address is 2727 SE Evangeline Thruway, Lafayette, Louisiana 70508 other than Knight Manufacturing, LLC and Advanced Safety & Training Management, LLC. Knight Manufacturing, LLC's service address is 2810-A Melancon Road, Broussard, Louisiana 70518 and Advanced Safety & Training Management, LLC's service address is 2725 SE Evangeline Thruway, Lafayette, Louisiana 70508.

Considering the *Objection to Proofs of Claim Numbers 129 (Case No. 17-51014) and 14 (Case No. 17-51027) Filed by AIG Property Casualty, Inc.* [Dkt. No. 711] ("Objection")² filed by Knight Energy Holdings, LLC; Knight Oil Tools, LLC; Knight Manufacturing, LLC; KDCC, LLC, f/k/a Knight Well Services, LLC; Tri-Drill, LLC; Advanced Safety & Training Management, LLC; Knight Security, LLC; Knight Information Systems, LLC; El Caballero Ranch, Inc.; Rayne Properties, LLC; Knight Aviation, LLC; Knight Research & Development, LLC; Knight Family Enterprises, LLC; HMC Leasing, LLC; and HMC Investments, LLC, as reorganized debtors, no objections or responses being filed, service being proper and sufficient, and good cause existing to grant same;

IT IS HEREBY ORDERED that the Objection is **SUSTAINED**;

IT IS FURTHER ORDERED that Proof of Claim Number 129 filed by AIG Property Casualty, Inc. against Knight Energy Holdings, LLC in Case No. 17-51014 is hereby disallowed and expunged in its entirety; and

IT IS FURTHER ORDERED that Proof of Claim Number 14 filed by AIG Property Casualty, Inc. against HMC Leasing, LLC in Case No. 17-51027 is hereby disallowed and expunged in its entirety.

###

This order was prepared and is being submitted by:

/s/ Cherie Dessauer Nobles

William H. Patrick, III (La. Bar No. 10359)

Tristan E. Manthey, (La. Bar No. 24539)

Cherie Dessauer Nobles, (La. Bar No. 30476)

Heller, Draper, Patrick, Horn & Manthey, L.L.C.

650 Poydras Street, Suite 2500

New Orleans, Louisiana 70130-6175

Telephone: 504-299-3300 // Fax: 504-299-3399

Counsel for Debtors

² All capitalized terms not defined herein are as defined in the Objection.

Notice Recipients

District/Off: 0536-4
Case: 17-51014

User: mdoucet
Form ID: pdf8

Date Created: 5/29/2018
Total: 23

Recipients submitted to the BNC (Bankruptcy Noticing Center) without an address:
tr DIP

TOTAL: 1

Recipients of Notice of Electronic Filing:

ust	Office of U. S. Trustee	USTPRegion05.SH.ECF@usdoj.gov
aty	Cherie D. Nobles	cnobles@hellerdraper.com
aty	Douglas S. Draper	ddraper@hellerdraper.com
aty	Gail Bowen McCulloch	gail.mcculloch@usdoj.gov
aty	Tristan E. Manthey	tmanthey@hellerdraper.com
aty	William H. Patrick, III	wpatrick@hellerdraper.com

TOTAL: 6

Recipients submitted to the BNC (Bankruptcy Noticing Center):

db	Knight Energy Holdings, LLC	2727 SE Evangeline Thruway	Lafayette, LA 70508
db	Knight Oil Tools, LLC	2727 SE Evangeline Thruway	Lafayette, LA 70508
db	Knight Manufacturing, LLC	2810-A Melancon Road	Broussard, LA 70518
db	KDCC, LLC	2727 SE Evangeline Thruway	Lafayette, LA 70508
db	Tri-Drill, LLC	2727 SE Evangeline Thruway	Lafayette, LA 70508
db	Advanced Safety & Training Management, LLC	2725 SE Evangeline Thruway	Lafayette, LA 70508
db	Knight Security, LLC	2727 SE Evangeline Thruway	Lafayette, LA 70508
db	Knight Information Systems, LLC	2727 SE Evangeline Thruway	Lafayette, LA 70508
db	El Caballero Ranch, Inc.	2727 SE Evangeline Thruway	Lafayette, LA 70508
db	Rayne Properties, LLC	2727 SE Evangeline Thruway	Lafayette, LA 70508
db	Knight Aviation, LLC	2727 SE Evangeline Thruway	Lafayette, LA 70508
db	Knight Research & Development, LLC	2727 SE Evangeline Thruway	Lafayette, LA 70508
db	Knight Family Enterprises, LLC	2727 SE Evangeline Thruway	Lafayette, LA 70508
db	HMC Leasing, LLC	2727 SE Evangeline Thruway	Lafayette, LA 70508
db	HMC Investments, LLC	2727 SE Evangeline Thruway	Lafayette, LA 70508
db	AIG Property Casualty, Inc., Attn: Kevin J. Larner	80 Pine Street, 13th Floor	New York, NY 10005

TOTAL: 16

IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA

AIG SPECIALTY INSURANCE
COMPANY (f/k/a CHARTIS
SPECIALTY INSURANCE COMPANY)

VS.

KNIGHT OIL TOOLS, INC.

§ CIVIL ACTION NO. 6:21-CV-041919
§
§
§ JUDGE ROBERT R SUMMERHAYS
§
§
§ MAGISTRATE CAROL B WHITEHURST

MORRIS
AFFIDAVIT
EXHIBIT Q



SO ORDERED.

SIGNED June 1, 2018.


ROBERT SUMMERHAYS
UNITED STATES BANKRUPTCY JUDGE

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF LOUISIANA
LAFAYETTE DIVISION**

IN RE:

KNIGHT ENERGY HOLDINGS, LLC, *ET AL.*¹

DEBTORS

CASE NO. 17-51014

(JOINTLY ADMINISTERED)

CHAPTER 11

JUDGE ROBERT SUMMERHAYS

**ORDER GRANTING MOTION FOR ENTRY
OF FINAL DECREE IN CERTAIN CASES**

The *Motion for Entry of Final Decree in Certain Cases* [P-729] (the "Motion") filed by Knight Oil Tools, LLC; Knight Manufacturing, LLC; KDCC, LLC, f/k/a Knight Well Services,

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are Knight Energy Holdings, LLC (1930) (Case No. 17-51014); Knight Oil Tools, LLC (2667) (Case No. 17-51015); Knight Manufacturing, LLC (0600) (Case No. 17-51016); KDCC, LLC, f/k/a Knight Well Services, LLC (4156) (Case No. 17-51017); Tri-Drill, LLC (4957) (Case No. 17-51018); Advanced Safety & Training Management, LLC, (0510) (Case No. 17-51019); Knight Security, LLC (0923) (Case No. 17-51020); Knight Information Systems, LLC (9787) (Case No. 17-51021); El Caballero Ranch, Inc. (7345) (Case No. 17-51022); Rayne Properties, LLC (7235) (Case No. 17-51023); Knight Aviation, LLC (3329) (Case No. 17-51024); Knight Research & Development, LLC (3760) (Case No. 17-51025); Knight Family Enterprises, LLC (7190) (Case No. 17-51026); HMC Leasing, LLC (0814) (Case No. 17-51027) and HMC Investments, LLC (8254) (Case No. 17-51029). The Debtors' service address is 2727 SE Evangeline Thruway, Lafayette, Louisiana 70508 other than Knight Manufacturing, LLC and Advanced Safety & Training Management, LLC. Knight Manufacturing, LLC's service address is 2810-A Melancon Road, Broussard, Louisiana 70518 and Advanced Safety & Training Management, LLC's service address is 2725 SE Evangeline Thruway, Lafayette, Louisiana 70508.
(00362081-1)

LLC; Tri-Drill, LLC; Advanced Safety & Training Management, LLC; Knight Security, LLC; Knight Information Systems, LLC; El Caballero Ranch, Inc.; Rayne Properties, LLC; Knight Aviation, LLC; Knight Research & Development, LLC; Knight Family Enterprises, LLC; HMC Leasing, LLC; and HMC Investments, LLC, as reorganized debtors (collectively, the “Moving Debtors”), seeking a determination that the Moving Debtors’ cases have been fully administered within the meaning of section 350(a), and an order of final decree closing the cases, came for hearing before this Court on May 15, 2018 at 10:00 a.m.

Considering the Motion, and no objections being filed, the Court hereby finds as follows:

1. Notice has been properly given herein and no other or further notice is required.
2. On December 1, 2017, this Court entered an order [P-576] confirming the *Debtors’ Joint Chapter 11 Plan of Reorganization as of November 29, 2017* [P-573] (hereinafter referred to as the “Plan”)². The Plan became effective on December 12, 2017 [P-589]. The Plan as to the Moving Debtors has been fully administered within the meaning of section 350(a).

IT IS HEREBY ORDERED a final decree is hereby entered and the following cases are hereby closed:

Knight Oil Tools, LLC (Case No. 17-51015); Knight Manufacturing, LLC (Case No. 17-51016); KDCC, LLC, f/k/a Knight Well Services, LLC (Case No. 17-51017); Tri-Drill, LLC (Case No. 17-51018); Advanced Safety & Training Management, LLC (Case No. 17-51019); Knight Security, LLC (Case No. 17-51020); Knight Information Systems, LLC (Case No. 17-51021); El Caballero Ranch, Inc. (Case No. 17-51022); Rayne Properties, LLC (Case No. 17-51023); Knight Aviation, LLC (Case No. 17-51024); Knight Research & Development, LLC (Case No. 17-51025); Knight Family Enterprises, LLC (Case No. 17-51026); HMC Leasing, LLC (Case No. 17-51027); and HMC Investments, LLC (Case No. 17-51029).

IT IS HEREBY FURTHER ORDERED that the Clerk’s Office shall enter a copy of

² Capitalized terms not defined herein are as defined in the Plan.
{00362081-1}

this order in the docket for each of the closed cases.

IT IS HEREBY FURTHER ORDERED that notwithstanding the closing of the Moving Debtors' cases, the Court shall retain jurisdiction over and the estate of Knight Energy Holdings, LLC, the main case (Case No. 17-51014), shall remain open to the fullest extent provided for under the Plan, including, but not limited to, the following: (a) objecting to Claims, (b) resolution of all pending objections to Claims, (c) resolution of any matters related to Executory Contracts or Unexpired Leases; (d) ensuring distributions to holders of Allowed Claims are accomplished pursuant to the Plan and adjudicating any disputes arising from or related to such distributions; (e) resolution of any motions, applications, adversary proceedings, contested or litigated matters pending on the Effective Date, (f) entering and implementing such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of (i) contracts, instruments, releases, indentures, and other agreements or documents approved by Final Order in the Chapter 11 Cases and (ii) the Plan, the Confirmation Order, and contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan; (g) resolution of any matters affecting the Distribution of funds under the Plan, (h) enforcing any order for the sale of property; (i) granting any consensual request to extend the deadline to assume or reject Unexpired Leases; (j) issuing injunctions, entering and implementing other orders, or taking such other actions as may be necessary or appropriate to restrain interference by any entity with Consummation or enforcement of the Plan; (k) hearing any cases, matters, controversies, suits, disputes, Causes of Action in connection with the Plan; (l) entering and implementing such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked or vacated; (m) considering any modifications to the Plan, to cure any defect or omission or to reconcile any inconsistency in the

{00362081-1}

Bankruptcy Court order, including the Confirmation Order; (n) hearing and determining matters concerning state, local and federal taxes in accordance with section 346, 505, and 1146 of the Bankruptcy Code; (o) entering an order or final decree in the KEH main case; (p) enforcing all orders previously entered by the Bankruptcy Court; and (q) hearing any matter not inconsistent with the Bankruptcy Code or applicable law.

#

This Order was prepared and is being submitted by:

William H. Patrick, III (LA #10359)
Tristan Manthey (LA #24539)
Cherie D. Nobles (LA #30476)
Heller, Draper, Patrick, Horn & Manthey, L.L.C.
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Email: cnobles@hellerdraper.com
COUNSEL FOR MOVING DEBTORS

{00362081-1}

IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA

AIG SPECIALTY INSURANCE
COMPANY (f/k/a CHARTIS
SPECIALTY INSURANCE COMPANY)

VS.

KNIGHT OIL TOOLS, INC.

§ CIVIL ACTION NO. 6:21-CV-041919
§
§
§ JUDGE ROBERT R SUMMERHAYS
§
§
§
§ MAGISTRATE CAROL B WHITEHURST

MORRIS
AFFIDAVIT
EXHIBIT R

FILED
BEVERLY WILSON, DISTRICT CLERK
LEON COUNTY, TEXAS
06-04-18
JUN 04 2018
BY H. Ballard

CAUSE NO. O-10-498

RIPPY OIL COMPANY, RIPPY
INTEREST LLC, THE GENECOV
GROUP, INC., AND JOHN D.
PROCTOR,

Plaintiffs,

VS.

KNIGHT OIL TOOLS, INC. AND
PIONEER DRILLING COMPANY,
Defendants.

§
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§

IN THE DISTRICT COURT OF

LEON COUNTY, TEXAS

278TH JUDICIAL DISTRICT

FINAL JUDGMENT

BE IT REMEMBERED that on the 1st day of May 2018, came on to be heard the above-entitled and numbered cause for trial, with due and proper notice to all parties, and came Plaintiff Rippy Oil Company ("Plaintiff"), by and through its attorneys of record, and announced ready for trial, and came Defendants Knight Oil Tool, Inc. and Pioneer Drilling Co., by and through their attorneys of record, and announced ready for trial.

A jury of twelve (12) good and lawful citizens of Leon County was duly qualified, selected, impaneled, and sworn. The case proceeded to trial and the parties presented their evidence.

At the conclusion of the evidence, the Court submitted the questions of fact to the jury. The jury returned and announced its verdict in open Court in the presence of the parties and their counsel. The verdict was by ten jurors who together concurred in and agreed to the answers to all required questions and who signed their names to the verdict. There being no objection, the Court thereafter accepted the verdict and ordered same duly filed. The charge of the Court and the verdict of the jury are incorporated herein for all purposes by reference.

Based on the pleadings, the evidence, the jury verdict, and the stipulations of the parties, the Court finds that Plaintiff is entitled to recover from Defendant Knight Oil Tools, Inc. as follows.

It is ORDERED, ADJUDGED and DECREED that Plaintiff Rippy Oil Company have and recover \$5,900,000.00 in past damages from Defendant Knight Oil Tools, Inc., less the amount of Defendant Knight Oil Tools' counterclaim of \$361,356.87, for a net recovery of \$5,538,643.13. Additionally, the Court awards prejudgment interest on these past damages in the amount of \$2,056,885.14 through June 1, 2017 and an additional \$758.72 per day until the day before this final judgment is signed.

IT IS FURTHER ORDERED that this judgment will bear interest at the rate of 5.00%, compounded annually, from the date of this judgment until paid.

All costs of court spent or incurred in this cause are adjudged against Defendant.

All writs and processes for the enforcement and collection of this judgment or court costs may issue as necessary. All relief requested in this case and not expressly granted is denied. This judgment finally disposes of all parties and claims and is appealable.

SIGNED this 4 day of June 2018.


THE HONORABLE HAL R. RIDLEY
JUDGE PRESIDING

APPROVED AS TO SUBSTANCE AND FORM:

LAW OFFICE OF KENNETH TEKELL, SR. PLLC

By: _____
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